

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1	OF 107 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. W911W4-04-R-0002		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 15 Apr 2004		6. REQUISITION/PURCHASE NO.
7. ISSUED BY JAPC-DOC 8825 BEULAH STREET FORT BELVOIR VA 22060-5246				CODE W911W4		8. ADDRESS OFFER TO (If other than Item 7)		CODE
TEL: 703 706-2779 FAX: 703 806-1156				See Item 7				TEL: FAX:
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
SOLICITATION								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 03:00 PM , local time 17 May 2004 (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME LISA P. GRANT		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 703 706-2761		C. E-MAIL ADDRESS lpggrant@inscom.army.mil		
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OFFER (Must be fully completed by offeror)								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)								
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) _____ <input type="checkbox"/> 41 U.S.C. 253(c) _____						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA		28. AWARD DATE
TEL:		EMAIL:				(Signature of Contracting Officer)		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.								

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Worldwide Linguist Support Services CPAF Contingency Services include Translators and Interpreters Base Period		Hours		
ESTIMATED COST					
BASE FEE					
SUBTOTAL EST COST + BASE					
MAX AWARD FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ODC support for CLIN 0001 COST All Other Direct Cost (ODC), shall be non-fee bearing and will be reimbursed at cost, plus material handling (if applicable), or G&A. Not-To-Exceed Amounts for this CLIN are determined by the Government, and can be unilaterally increased as needed.		Dollars, U.S.		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	DATA For CLIN 0001		Lot		
	Not Separately Priced (NSP)				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Worldwide Linguist Support Services		Hours		
OPTION	CPAF				
	Contingency Services include Translators and Interpreters				
	Option Period One				

ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	ODC support for CLIN 0004		Dollars,		
OPTION	COST		U.S.		
	All Other Direct Cost (ODC), shall be non-fee bearing and will be reimbursed at cost, plus material handling (if applicable), or G&A. Not-To-Exceed Amounts for this CLIN are determined by the Government, and can be unilaterally increased as needed.				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	DATA For CLIN 0004		Lot		
	Not Separately Priced (NSP)				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Worldwide Linguist Support Services		Hours		
	CPAF				
	Contingency Services include Translators and Interpreters				
	Option Period Two				

ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008			Dollars, U.S.		

OPTION ODC support for CLIN 0007
COST

All Other Direct Cost (ODC), shall be non-fee bearing and will be reimbursed at cost, plus material handling (if applicable), or G&A. Not-To-Exceed Amounts for this CLIN are determined by the Government, and can be unilaterally increased as needed.

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009			Lot		

OPTION Data for CLIN 0007

Not Separately Priced (NSP)

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010			Hours		

OPTION Worldwide Linguist Support Services
CPAF
Contingency Services include Translators and Interpreters
Option Period Three

ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011			Dollars, U.S.		

OPTION	ODC support for CLIN 0010 COST				
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All Other Direct Cost (ODC), shall be non-fee bearing and will be reimbursed at cost, plus material handling, (if applicable), or G&A. Not-To-Exceed Amounts for this CLIN are determined by the Government, and can be unilaterally increased as needed.

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012			Lot		

OPTION	Data for CLIN 0010 Not Separately Priced (NSP)				
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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013			Hours		
OPTION	Worldwide Linguist Support Services CPAF Contingency Services include Translators and Interpreters Option Period Four				
ESTIMATED COST					
BASE FEE					
SUBTOTAL EST COST + BASE					
MAX AWARD FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014			Dollars, U.S.		
OPTION	ODC support for CLIN 0013 COST All Other Direct Cost (ODC), shall be non-fee bearing and will be reimbursed at cost, plus material handling (if applicable) or G&A. Not-To-Exceed Amounts for this CLIN are determined by the Government and can be unilaterally increased as needed.				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015			Lot		
OPTION	Data for CLIN 0013 Not Separately Priced (NSP)				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	Worldwide Linguist Support Services FFP Non-Contingency Services include Translators and Interpreters Period		Hours	Base	

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017 OPTION	Worldwide Linguist Support Services FFP Non-Contingency Services include Translators and Interpreters Period One		Hours	Option	

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018 OPTION	Worldwide Linguist Support Services FFP Non-Contingency Services include Translators and Interpreters Period Two		Hours	Option	

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019			Hours		
OPTION	Worldwide Linguist Support Services				
	FFP				
	Non-Contingency Services include Translators and Interpreters			Option	
	Period Three				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020			Hours		
OPTION	Worldwide Linguist Support Services				
	FFP				
	Non-Contingency Services include Translators and Interpreters			Option	
	Period Four				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021			Hours		
OPTION	Worldwide Linguist Support Services				
	FFP				
	Non-Contingency Services include Translators and Interpreter				
	Phase-In-Period				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022			Hours		
OPTION	Worldwide Linguist Support Services CPFF Contingency Services include Translators and Interpreters Phase-In- Period				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023			Dollars, U.S.		
OPTION	ODC support for CLIN 0022 CPFF All Other Direct Cost (ODC), as defined in Section B.2, shall be non-fee bearing and will be reimbursed at cost, plus material handling (if applicable) or G&A. Not-To-Exceed Amounts for this CLIN are determined by the Government and can be unilaterally increased as needed.				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024			Lot		
OPTION	DATA For CLIN 0022				
	Not Separately Priced (NSP)				
					<hr/>
NET AMT					

B.1 CONTRACT TYPE/VALUE

This is a Cost Plus Award Fee (CPAF) REQUIREMENTS/Firm Fixed Price (FFP) contract consisting of one base year and four one-year options.

COST PLUS AWARD FEE REQUIREMENTS

CLIN # 1	Contract Type 2	Cost 3	Base Fee 4	Award Fee 5	Total CPAF 6	Maximum FTE LOE
0001	CPAF					
0002	Cost-No-Fee		Not Applicable	Not Applicable		
0004	CPAF					
0005	Cost-No-Fee		Not Applicable	Not Applicable		
0007	CPAF					
0008	Cost-No-Fee		Not Applicable	Not Applicable		
0010	CPAF					
0011	Cost-No-Fee		Not Applicable	Not Applicable		
0013	CPAF					
0014	Cost-No-Fee		Not Applicable	Not Applicable		
Total						

Note: Offeror shall fill in the proposed Cost, Base Fee, Award Fee, Full Time Equivalent (FTE) Level of Effort (LOE), and Total CPAF amounts in columns 3,4,5, and 6 above. The Full Time Equivalent (FTE) Level of Effort (LOE) amounts as shown in column titled “Maximum FTE LOE” above are applicable to the terms and conditions as stated in Section I-FAR Clause 52-216-21 entitled “REQUIREMENTS”.

FIRM FIXED PRICE

CLIN # 1	Contract Type 2	Cost 3
0016	FFP	
0017	FFP	
0018	FFP	
0019	FFP	
0020	FFP	
Total		

Note: Offeror shall fill in the proposed Cost, and Total FFP amounts in column 3.

B.2 OTHER DIRECT COSTS

All Other Direct Costs (ODC) costs shall be non-fee bearing costs, even if they are proposed as labor costs in accordance with the disclosure statement. All ODC’s must be itemized on each ODC invoice.

Other Direct Cost (ODC) to be incurred under this contract may include but are not limited to the following:

- ☐ Lease/Rental Expense
- ☐ Emergency Purchases
- ☐ Materials (not emergency purchases)
- ☐ Travel Expenses

All ODC’s will be reimbursed at cost, plus material handling (if applicable) or G&A. All costs associated with travel, will be reimbursed in accordance with approved JTR rates.

Section C - Descriptions and Specifications

**WORLDWIDE LINGUIST SUPPORT SERVICES
PERFORMANCE BASED WORK STATEMENT
(PBWS)**

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2.1.2	<u>Contractor Pre-Screening</u>
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1.0 SCOPE

The Contractor shall provide program management services necessary to rapidly and securely recruit and deploy foreign language interpretation and translation services in support of United States Forces and its Unified Commands (USEUCOM, USCENTCOM, USSOUTHCOM, USNORTHCOM, USPACOM), Specified Commands, attached combined and joint elements supporting military operations throughout the world, and other U.S. Government Agencies as required. These contract linguist services allow our forces to communicate with the local populace, gather information for Force Protection, and interact with other foreign military units.

These services will support all worldwide contingency military operations. This effort also requires skilled contract linguists with various foreign language capabilities to support current intelligence efforts.

These operations do not have predefined or predictable work locations, hours, or duration. Contractor personnel shall be required to live and work in harsh and hostile environments and remain in the operations area for as long as required.

The Contractor shall provide interpretation and translation services as required by the supported forces up to 24 hours per day, seven (7) days per week for contingency operation. Linguists shall be at the specified site for a minimum 8 hours per day and may be extended to 12-hours and on-call for the remaining 12-hours, depending on mission requirements. The contractor program manager, and all contractor on-site representatives shall be available 24 hours per day.

The Contractor shall provide interpretation and translation services as required by the supported forces forty (40) hours per week for non-contingency operation.

All requirements will be identified by individual task orders. The contractor shall not commence work on any effort unless authorized via a written task order signed by the Contracting Officer.

Currently, pursuant to FAR 52.216-21, INSCOM shall order from the Contractor all the requirements (supplies or services) and those on behalf of any agency that supports the mission as specified in this contract. However, additional Government agencies may be added to this contract at a later date.

2.0 PROGRAM MANAGEMENT

The contractor shall be responsible for the execution of the contract from requirements management through Recruitment, Deployment, Quick Reaction Capability (QRC) tasks, Small Business Subcontracting Management, On-Site Management, and Quality Control (inclusive of the complete range of supporting administrative, budgetary, security, and logistical tasks inherent in this function.)

2.1. Recruitment

2.1.1. Interpreters/Translators

The contractor shall provide interpreter and translator services for various specified contract required languages (SCRL) to U.S. Forces worldwide. Shown below is a list of the SCRL languages that are currently required. This list is neither all-inclusive nor final:

- Arabic-Modern Standard (AD)

- Arabic-Egyptian (AE)
- Arabic-Iraqi (DG)
- Arabic-Mahgrebi (AM)
- Arabic-Saudi (AN)
- Arabic-Yemeni (AU)
- Aramaic (AT)
- Bengali (BN)
- Chinese-Mandarin (CM)
- French (FR)
- Hebrew (HE)
- Kurdish (KU)
- Pashtu (PU)
- Persian-Afghan (Dari) (PG)

Specific languages will be identified by task orders. Additionally, more specific information relative to the different Linguist Categories and the location of these Linguist are held under separate cover due to the sensitivity of the data.

2.1.2. Contractor Pre-Screening

Linguists must possess certain skills, and meet specific security/medical requirements. The contractor shall pre-screen each applicant to ensure that each individual complies with these requirements. The results of the pre-screening shall be fully documented. Each pre-screening shall include the following types of reviews:

2.1.2.1. General Skills Review

- Consecutive interpretation, into, from and between the required Specified Contract Required Language (SCRL);
- Written translation of general and technical material into and from English/SCRL;
- Interpreting aptitude, maintenance of integrity and meaning of material;
- Transcription of aural SCRL language material into written form;
- Ability to write and speak in clear and concise grammar to and from the required (SCRL);
- Capable of providing idiomatic translations of non-technical material using correct syntax and expression from English to the SCRL language or vice versa;
- Ability to conduct consecutive and accurate translations/interpretation of on-going conversations/activities;
- Familiarity with and ability to conduct oneself in accordance with the local culture and customs;
- Ability to deal unobtrusively with local populace;
- Familiarity with and adherence to standards of conduct as prescribed by U.S. Army instructions, this contract, and laws of host nation in performing work assignments;
- Willing and able to live and work in a harsh environment;
- Ability to provide the cultural/ethnic context of their translations/interpretations and advise the supported commanders and organizations on the cultural and ethnic significance of statements, conversations, situations, documents, etc.; and
- Ancillary professional skills (e.g. medical, scientific, general education)

2.1.2.2. Linguist Category Skills Review

Category I (CAT I).

CAT I linguists shall have native proficiency in the SCRL language (level 4 to 5 as defined by the Interagency Language Roundtable (ILR), and a working proficiency (ILR level 2+) in English.

CAT I linguists may be locally hired or from a region outside of the AO (especially for SCRL languages not indigenous to the AO) and will not require a security clearance. However, all CAT I linguists will be screened by the Army Counterintelligence (CI) Support Team IAW the Department of the Army Policy on Counterintelligence and Security Support to Contract Linguist Acquisition and Deployment dated April 1998. The Army CI Team will review each linguist's background and determine if the linguist shall be allowed to work in that capacity.

Category II (CAT II)

CAT II linguists shall have native proficiency in the SCRL language (ILR level 4 to 5) and a working proficiency in English (ILR level 2+).

CAT II linguists shall be U.S. citizens who have been screened by U.S. Army Counterintelligence personnel assigned by the U.S. Army Intelligence and Security Command. CAT II linguists will be granted interim access to SECRET by the U.S. Army Central Personnel Security Clearance Facility or other designated U.S. Government Personnel Security authority for the specific purpose of providing support under this contract. This interim access is not transferable to other government contracts or agencies.

Category III (CAT III).

Native proficiency in the SCRL language is preferred for Category III linguist, but is not required. CAT III linguists shall meet at a minimum the criteria of ILR level 3. CAT III linguists shall be able to understand the essentials of all speech in a standard dialect and have broad enough vocabulary that he/she rarely has to ask for paraphrasing or explanation. CAT III linguists shall be able to follow accurately the essentials of conversations between educated native speakers, reasonably make and answer telephone calls, understand radio broadcasts, news stories similar to wire service reports, oral reports, some oral technical reports and public addresses on non-technical subjects. CAT III linguists shall be fluent in English.

CAT III linguists shall be U.S. citizens who either possess a TOP SECRET Security Clearance with access to Sensitive Compartmented Information (TS/SCI), or who, after prescribed counterintelligence screening, have been granted by the U.S. Government at a minimum, an interim TS clearance with interim access to SCI. This interim access is not transferable to other government contracts or agencies.

CAT I, II, and III:

All categories of linguists and support personnel shall be subject to Counter Intelligence/Force Protection (CI/FP) screening/re-screening at any stage of employment and at any time with and without notice and may be selected for polygraph screening at the discretion of the Government. CI/FP Screening may include, but is not limited to: background checks and interviews, credit checks, criminal records checks, immigration records checks, other agency name checks, and substance abuse checks (including urinalysis, breathalyzer, blood tests, and other appropriate instruments).

All deployed linguists must have current and valid passports and obtain appropriate country visas.

2.1.2.3. Security Review

The Contractor shall conduct a security review for each employee. Security procedures for granting and maintaining SECRET and/or TOP SECRET clearances for contract linguist personnel, as well as linguists not requiring a security clearance supporting U.S. Army contingency operations will be governed by the Department of the Army Policy on Counterintelligence and Security Support to Contract Linguist Acquisition dated 22 APR 98.

The results of this review shall be documented in a Security Questionnaire (Standard Form (SF 86)) with two signed copies forwarded to the Government to be used during the Counter Intelligence/Force Protection Security Review. Only the names of the candidates that have a reasonable probability of obtaining the level of security clearance necessary for the position to which they will be assigned shall be submitted to the Government. The security review shall address at a minimum, the following basic areas:

- Pending criminal or civil charges (including divorce/child custody proceedings).
- Felony arrest record.
- Alcohol related arrest within the last five years.
- Any involvement in hate crimes
- Involvement in any group or organization that espouses extra-legal violence as a legitimate means to achieve an end.
- Dual or multiple citizenship.
- Illegal use, possession, or distribution of narcotics or other controlled substances
- Financial credit checks

2.1.2.4. Medical Review

All personnel shall be subject to a pre-deployment and post-deployment medical and dental examination. The pre-deployment examination shall include as a minimum: medical history, height; weight; blood pressure check; a 14-point blood chemistry check; a complete blood count; blood type and Rh factor determination; an HIV antibody test; a drug test; a chest X-ray, and dental screening in accordance with US Army requirements.

Upon return from deployment, all personnel shall receive an exit physical consisting of the same series of tests as in the pre-deployment examination, except for blood type and Rh factor determination, HIV antibody test, drug testing, and dental screening.

CAT 1 locally hired personnel will receive a medical screening, but not a medical exam. All CONUS hired personnel will receive a Pre and Post deployment medical exam.

Generally, for the medical examination the contractor shall comply with AR 40-501 STANDARDS OF MEDICAL FITNESS; however, exceptions may be made by the Government on a case by case basis, depending on the mission requirements.

The contractor shall keep on record the results of the medical examination and provide them upon the request of the KO or COR.

2.2. Deployment

While employees are deployed, the contractor shall ensure that the following tasks are performed:

- All personnel obtain and maintain the necessary travel documents (i.e., passport, travel documents, visas, country clearances, etc.).”
- All personnel adhere to the standards of conduct established by the operational or unit commander.
- All personnel are briefed on adhere to all laws and regulations of the host nation.
- All personnel are provided appropriate transportation, if Government transportation is not available.
- All personnel, including subcontractors, shall comply with all (i) Battlefield Services, Department of Defense, regulations, directives, instructions, policies, and procedures, in particular AR 715-9 and FM 3-100.21, (ii) US Host Country, local and international laws and regulations and (iii) treaties and international agreements (e.g. Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements), that are applicable to the contractor in the area of operations.
- Contractor personnel may NOT possess privately owned firearms in the area of operations. However, at the discretion of the combatant commander and to the extent authorized by the Contracting Officer, contractors are authorized to possess small arms for self-defense in accordance with guidelines in AR 715-9 and applicable policies and regulations.”

2.3. Quick Reaction Capability (QRC):

The contractor shall provide replacement personnel from among those currently employed and in theater, until such time as permanent personnel are provided. This change shall be coordinated with the COR.

The Contractor shall have available at the request of the COR or Requiring Activity a list of all linguists providing services under this contract. The listing shall be current and accurate at all times and include at a minimum: name, social security number (if U.S. citizen), start date of service, anticipated end date of service, language(s), region of assignment, current unit of assignment, category, date and status (interim or final) of security clearance (if applicable), and any other information the Contractor deems pertinent and important. This report shall also include a matrix, which illustrates by task orders, the number of filled and unfilled positions, actual end date of service under current task order and start date on new task order. Contractor may transfer Linguist between task orders under direction of COR with approval of Contracting Officer. This matrix shall be prepared in contractor format and submitted to the COR weekly, or as required.

2.4. Small Business/Subcontracting Management:

The prime contractor shall develop and maintain a small business subcontracting plan based on a goal of no lower than 23% on the total proposed value of the contract.

2.5. On-Site Management

The contractor shall provide on-site managers (in high density areas of operation) that are fluent in English with a security clearance level equal to or higher than the linguists working in their region of responsibility. These managers are likely to be deployed in combat environments with senior military officials. On-site managers shall use the U.S. Army Civilian Tracking System (CIVTRACKS) program for accountability of all deployed personnel in support of military operations (unless the deployment location of the individual is

classified). An updated list of on-site managers shall be prepared in contractor form and submitted to the COR within 24 hours of the assignment.

2.6 Performance Standards

2.6.1 Quality Control

The contractor shall develop and document a quality control plan that identifies potential and actual problem areas. Additionally, the Contractor shall implement a complete quality control program that addresses problem areas and shall document the nature of the problem, the corrective actions taken, and the results achieved throughout the life of the contract. Quality Control plan shall be approved by the Contracting Officer prior to start date of contract.

2.6.2 Quality Assurance

The Contractor is required to submit a Daily Status Report and Monthly Status Reports. These reports shall be submitted by 1200 hrs (local) each day. The report shall provide a by-order summary of linguists deployed indicating total requirements verses on –hand fill. This report should be further delineated by location (if unclassified), user/supported unit or agency (if classified), security. Category of linguists and LIC, with totals, by-order number, indicated on a summary page. The report shall be prepared in contractor format and submitted to the Contracting Officer (or delegated representative) and the COR. Additionally the Contractor shall provide a detail travel report.

The Monthly Status Report shall be submitted by the 15th of each month. The report shall provide a summary of linguists deployed during the quarter to include number, categories, languages and deployment region; status of security clearance processing; a summary of costs by Task Order/CLIN/SUBCLIN under the contract to include an estimated cost-to-complete. The monthly report shall also provide highlights or areas of concerns or problems in the contract, if any. The report shall be prepared in contractor format and submitted to the Contracting Officer (or delegated representative) and the COR. Additionally the Contractor shall provide a detail travel report.

2.6.3 Quality Assurance Plan

The U.S. Government will evaluate the Contractor's performance under this contract based on reports provided by its field inspectors or quality assurance personnel assigned to this contract. All surveillance observations will be kept by the COR who reports to the Contract Administrator. The Government will inform the Contractor of its findings, especially negative ones, for the Contractor to respond or to take necessary corrective actions. The Government will also review data based upon the Contractor's Quality Control Program, its standards, objectivity, subjectivity, effectiveness, use, thoroughness and enforcement.

2.6.4 Performance Requirements Summary and Matrix

2.6.4.1 The Performance Requirements Summary (PRS) is utilized to establish the minimum performance standards for meeting the services listed in the Performance Work Statement (PWS).

2.6.4.2 Performance Requirements Summary (PRS): The PRS has been developed where possible, to cover required services rather than the individual performance of tasks. Each listed service will pass or

fail based on the acceptability of the tasks, which comprise that service. The purpose of this Performance Requirements Work Matrix found at 2.6.4.3 is to:

- Column 1: Contains a list of those requirements, which shall be inspected for Contractor performance. The absence of any contract requirement from the PRS, however, shall not detract from its enforceability or limit the rights or remedies of the Government under any other provision of the contract, including the clauses entitled "Inspection of Services" and "Default".
- Column 2: Defines the standard of performance for each listed requirement.
- Column 3: Sets forth the maximum allowable degree of deviation from acceptable performance for each listed requirement.
- Column 4: Identifies the primary method(s) of surveillance.

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2.6.4.3 Performance Requirements Summary Work Matrix

Required Service (Performance Objective)	Performance Standard	Acceptable Quality Level	Sample Method of Performance Assessment	Award Fee Criteria
Initially deploy or redeploy total ordered number of linguists and/or management staff in response to critical mission requirements in accordance with movement instructions per PBWS 1.0, Scope of Work	Arrive at designated place of duty with all required and necessary documentation, equipment, training, logistical support, information, etc., required to begin work not later than the time and/or date specified on movement/deployment orders.	Shall meet standard 95% of the time.	<ul style="list-style-type: none"> • Random inspection. • Review of CIVTRACKS database. • Review customer feedback reports. • Review of contractor reporting. 	Paragraph 9.2 II
Maintain CIVTRACKS database per PBWS 2.5,	Maintain accurate, up-to-date CIVTRACKS database	<ul style="list-style-type: none"> • Shall maintain CIVTRACKS 	<ul style="list-style-type: none"> • Random inspection. • Review of 	Paragraph 9.2 IV

On-Site Management	information for all deployed contractor personnel	database with 98% accuracy <ul style="list-style-type: none"> Makes database modifications within 24 hours of change event 	CIVTRACKS database. <ul style="list-style-type: none"> Review customer feedback reports. Review contractor reports 	
Pre-screen applicants per PBWS 2.1.2., Contractor Pre-Screening	Fully pre-screen all applicants to meet General skills, and medical requirements.	<ul style="list-style-type: none"> 98% of candidates CI/FP screened are qualified based on general skills; Linguist Category skills; and/or medical. 98% of security documentation submitted for screening is complete and accurate 	<ul style="list-style-type: none"> Random inspection Review Counter-Intelligence Force Protection interview reports Random review of contractor pre-screening records Review contractor pre-screening questionnaire and process Random interview of successful applicants 	Paragraph 9.2 II
Submit candidate names for national agency name trace and security screening per PBWS 2.1.2.3, Security review	Submit sufficient numbers of potentially qualified persons to satisfy task order requirements.	Shall submit 90% of required weekly numbers of candidates within 7 days of receipt of task order for languages indigenous to the area of deployment, in 14 days for languages not indigenous to the area of deployment, if OCONUS	<ul style="list-style-type: none"> Random inspection Review of Security Monitor database Review of Program Manager records 	Paragraph 9.2 II
Submit cost proposals for urgent task orders/Quick Reaction Capability Tasks in a timely manner per PBWS 2.0, Program Management	On demand, prepare and deliver cost proposals for urgent task orders within 48 hours and 72 hours for all other Tasks Orders.	98% of cost proposals are delivered within the standards.	<ul style="list-style-type: none"> Review Program Manager's records Review Contracting Officer's records Review COR records 	Paragraph 9.2 I

3.0 DELIVERABLES

3.1. List of Deliverables

<u>Type of Report</u>	<u>Para. Ref.</u>	<u>Frequency</u>	<u>Distribution</u>
Daily Status Report	2.6	Daily	COR/KO
Monthly Status Report	2.6	Monthly	COR/KO
Quality Control Plan	2.6	Within 30 days of Award	COR/KO
Quality Control Program Report	2.6	Monthly or As Required	COR/KO
Medical Examination Results	2.1.2.4	As Required	COR/KO
List of Linguists/Personnel Matrix	2.3	Weekly	COR/KO
List of On-Site Managers	2.5	Within 24 hours of Assignment	COR/KO

Security Questionnaire	2.1.2.3	As Required	COR/KO
Award Fee Self Evaluation	RFP, Section H	See para. 4.5 of Award Fee Plan	KO

4.0 APPLICABLE DOCUMENTS

- Interagency Language Roundtable (ILR) Language Skill Level Descriptions (See Attachment 4)
- Battlefield Services, Department of Defense, regulations, directives, instructions, policies, and procedures, in particular AR 715-9 and FM 3-100.21, (ii) US Host Country, local and international laws and regulations and (iii) treaties and international agreements (e.g. Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements). (See H.12 for location of document)
- Army Regulation 40-501 Standards of Medical Fitness (See H.12 for location of document.)
- Army Regulation 715-9 Contractors Accompanying the Force (See H.12 for location of document.)

Section D - Packaging and Marking

Packaging and Marking

Unless otherwise specified all materials, supplies and data items, shall be preserved, packaged, packed and marked only to the extent necessary to assure carrier acceptance and safe delivery to destination at the lowest rates in compliance with the requirements of the carrier rules and regulations applicable to the mode of transportation.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

Section F - Deliveries or Performance

PERIOD OF PERFORMANCE

<u>CLIN #</u>	<u>Period of Performance</u>
0001	01 October 2004 – 30 September 2005
0002	01 October 2004 – 30 September 2005
0003	01 October 2004 – 30 September 2005
0016	01 October 2004 – 30 September 2005

<u>OPTION CLIN #</u>	<u>Period of Performance</u>
0004	01 October 2005 – 30 September 2006 (if option is exercised)
0005	01 October 2005 – 30 September 2006 (if option is exercised)
0006	01 October 2005 – 30 September 2006 (if option is exercised)
0007	01 October 2006 – 30 September 2007 (if option is exercised)
0008	01 October 2006 – 30 September 2007 (if option is exercised)
0009	01 October 2006 – 30 September 2007 (if option is exercised)
0010	01 October 2007 – 30 September 2008 (if option is exercised)
0011	01 October 2007 – 30 September 2008 (if option is exercised)
0012	01 October 2007 – 30 September 2008 (if option is exercised)
0013	01 October 2008 – 30 September 2009 (if option is exercised)
0014	01 October 2008 – 30 September 2009 (if option is exercised)
0015	01 October 2008 – 30 September 2009 (if option is exercised)
0017	01 October 2005 – 30 September 2006 (if option is exercised)
0018	01 October 2006 – 30 September 2007 (if option is exercised)
0019	01 October 2007 – 30 September 2008 (if option is exercised)
0020	01 October 2008 – 30 September 2009 (if option is exercised)
0021	01 August 2004 – 30 September 2004 (phase-in if exercised)
0022	01 August 2004 – 30 September 2004 (phase-in if exercised)
0023	01 August 2004 – 30 September 2004 (phase-in if exercised)
0024	01 August 2004 – 30 September 2004 (phase-in if exercised)

Note: The Period of Performance will be revised to reflect the actual date of award through 12 months. Although the dates above reflect anticipated dates, the base period and each subsequent option period is 12 months per period.

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I

APR 1984

Section G - Contract Administration Data

SECTION G – CONTRACT ADMINISTRATION DATA**TABLE OF CONTENTS**

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G.2.	<u>252.201-7000 CONTRACTING OFFICER’S REPRESENTATIVE (DEC 1991)</u>
G.3	<u>PAYMENT ADDRESS</u>
G.4	<u>CONTRACTOR CONTRACT ADMINISTRATOR(S)</u>
G.5	<u>ASSIGNMENT OF CONTRACT ADMINISTRATION</u>
G.6	<u>PAYMENT</u>
G.7	<u>GOVERNMENT POINT OF CONTACT</u>
G.8	<u>ACCOUNTING AND APPROPRIATION DATA</u>
G.9	<u>ALLOTMENT OF FUNDS CLAUSE</u>
G.10	<u>FIRM FIXED PRICE</u>

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G.1 CLAUSES INCORPORATED BY REFERENCE

252.242-7000

Postaward Conference

DEC 1991

G.2 CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

G.3 PAYMENT ADDRESS

The offeror shall indicate below the address to which payments made under this contract shall be mailed:

(To be filled in by offeror)

G.4 CONTRACTOR CONTRACT ADMINISTRATOR(S)

The offeror shall designate below the person(s) whom the Government may contact for prompt action on matters pertaining to administration of the contract.

NAME: _____
Or _____
TITLE: _____
TELEPHONE NUMBER: _____

(To be filled in by offeror)

G.5 DCMA/DCAA DELEGATIONS

In accordance with FAR Subpart 42.302(a)(1)-(70) all administration functions will be delegated to DCMA except for FAR Subpart 42.302 (a) (20) which reads, “ For classified contracts, administer those portions of the applicable industrial security program delegated to the CAO (see Subpart 4.4)”; and FAR Subpart 42.302 (a) (21) which reads, “Issue work requests under maintenance, overhaul, and modification contracts.”

DCMA shall also perform contract administration efforts, such as:

- (1) Oversight of Small Business/Subcontract Management;
- (2) Perform preaward surveys;
- (3) Review of bidder capabilities;
- (4) Continuously assess the contractors performance in accordance with the quality assurance plan.
- (5) Ensure MOCAS integrity; and
- (6) Contract Closeout

DCAA will assist with:

- (1) Performing pre and post award rate checks on all bidders;
- (2) Performing full pre-award audit if requested by the Contracting Officer;
- (3) Performing general financial capability reviews for companies they don't have records on.
- (4) Reviewing all facets of contractors accounting practices, such as ongoing review of allowable costs, ensuring proper cost allocation methodologies are used, responding to any question or requests of the Contracting Officer, performing detailed transaction testing on all direct and indirect costs and finalizing indirect rates as part of their annual incurred cost audits, timecard audits, floor checks (if possible), and perform pre and post award systems review and any pre and post CAS review every 3 years.

G.6 PAYMENT

Request for payment shall be submitted via Public Vouchers, Standard Form 1034 to DFAS (See Block 12, SF26). Award Fee billings shall be submitted to the Contracting Officer's Representative (See G.7) for approval prior to being sent to DFAS. Invoices shall include relevant backup documents to support all cost incurred.

Payment on this Contract will be made by See Block 12, SF 26—TO BE DETERMINED UPON AWARD. Invoices shall include relevant backup documents to support all cost incurred.

G.7 GOVERNMENT POINTS OF CONTACT

Contracting Officer:	(To be filled in at award)
E-Mail:	
Phone:	

Contract Specialist:	(To be filled in at award)
E-Mail:	
Phone:	

Contracting Officer's Representative:	(To be filled in at award)
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G.8 ACCOUNTING AND APPROPRIATION DATA:

(Funding will be incorporated at contract award.)

G.9 ALLOTMENT OF FUNDS CLAUSE

This contract is incrementally funded with respect to both cost and fee. The amounts presently available and allotted to this contract for payment of fee are subject to the clause entitled "FIXED FEE" (FAR 52.216-8). A summary of all allotted funding is shown in the chart below. This chart breaks out the funding by Task Order Number by Contract Line Item Number (CLIN) and by SubContract Line Item (SUB CLIN). This breakout correlates with the Lines of Accounting as shown in G.8 above. The contractor agrees to segregate, track and bill all costs in the same manner as obligated. Additionally, the contractor agrees that all performance under the incrementally funded CLIN(s) will be subject to FAR 52.232-22 entitled "LIMITATION OF FUNDS"; and all performance under the fully funded CLIN(s) will be subject to FAR 52.232-20 entitled "LIMITATION OF COST".

TASK ORDER NUMBER:

CLIN	Task Order Modification No.	Cost Obligated	Base Fee Obligated	Cost Obligated	Award Fee Obligated	Total Amount (CPAF) Obligated	Section B Contract Value (CPAF)	Period of Performance for Expenditures	Amount Not Yet Funded	AFHICC (Award Fee Held In Contingent Commitment)
0001										
0004										
0007										
0010										
0013										
TOTAL										

COST-NO-FEE-CLINS

CLIN	Task Order Modification No.	Cost Obligated	Total Amount Obligated	Section B Contract Value (Cost-No-Fee)	Amount Not Yet Funded	Period of Performance for Expenditures
0002						
0005						
0008						
0011						
0014						
TOTAL						

G.10 FIRM FIXED PRICE

TASK ORDER NUMBER:

CLIN	Task Order Modification No.	Cost Obligated	Total Amount (FFP) Obligated	Section B Contract Value (FFP)	Amount Not Yet Funded
0017					
0018					
0019					
0020					
0021					
TOTAL					

Section H - Special Contract Requirements

SECTION H – SPECIAL CONTRACT REQUIREMENTS**TABLE OF CONTENTS**

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H.4	<u>CONTRACTOR CONDUCT AND PERSONAL APPEARANCE</u>
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H.8	<u>NOTICE REGARDING SECTION K,L,M</u>
H.9	<u>DISSEMINATION OF INFORMATION</u>
H.10	<u>AWARD FEE</u>
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H.12	<u>GOVERNMENT FURNISHED INFORMATION</u>

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H. 1 SECURITY REQUIREMENTS**H.1(a) General**

The contractor shall maintain and administer a security program in accordance with the National Industrial Security Program Operations Manual (NISPOM) DoD 5220.22M.

Loss or suspension of required security clearance as set forth on the DD Form 254, "Contract Security Classification Specifications", would result in the contractor's inability to perform in accordance with the terms and conditions of this contract. As a result of this failure to perform, the contractor is subject to termination under the appropriate termination clause herein.

The Government reserves the right to direct any contractor employee to be removed from performance, directly or indirectly, whenever there is probable cause to believe, on the basis of all facts available, that such action is warranted in the interest of national security. This action shall be made whether or not the cause is deemed of sufficient severity to warrant action to terminate the contractor's or individual's security clearance. The Government also reserves the right to remove any contractor for the purpose of conducting any investigation of alleged misconduct that may, in the opinion of the Contracting Officer, jeopardize the security of the project.

Military security requirements in the performance of this contract shall be maintained in accordance with the DD Form 254 as shown in Attachment 1. The DD Form 254 document is considered UNCLASSIFIED.

H.1(b) Facility Clearances.

The Contractor shall maintain an accredited secure facility within the contractor's home office that will allow for any necessary discussions to take place at the TS/SCI level with Department of the Army military intelligence and security personnel. The secure facility must be equipped with a STU III secure telephone with updated, valid cipher key. This area will also provide an appropriate location within the contractor's home office for special TS/SCI security screening sessions and pre-deployment briefings of TS/SCI contract personnel. The Government intends to use a Government Facility to perform the security screening sessions; however the Contractor may be required to provide space site in the Greater Baltimore-Washington-Northern Virginia area for the purpose of hosting candidate employee security screening sessions with Department of the Army security personnel and Central Clearance Facility adjudicators.

H.1(c) Polygraphs.

Individuals identified by the Contractor as CAT III candidates will be scheduled by the Government for a counterintelligence polygraph (CIPG) to be conducted by Government Polygraph Program personnel. Results of the polygraph will be submitted to CCF for determination of eligibility for interim access to SCI material. In some cases, it may be necessary for CAT II candidates to submit to a CIPG in order for CCF to successfully adjudicate their eligibility or to verify eligibility of a CAT II for a position of special trust. Application of the CIPG to CAT II's must receive prior approval by the Contract Monitor and the COR. CAT III linguists who are granted interim and/or final clearances under this contract shall be subject to a periodic, random, follow-up polygraph examinations. Routine random polygraph testing is a standard method of operational security utilized throughout the Department of Defense. It is not meant to accuse or infer any guilt upon the test subject. Linguists who are randomly selected for a follow-up polygraph, and refuse to participate or fail to successfully complete the examination may have their access to classified information suspended.

H.2 CONTRACTOR DEPLOYMENT ON MILITARY OPERATIONS

a. Definitions

(1) Deployment means the movement of personnel into a theater of operation in support of a military contingency/operation. This can be either movement from CONUS to OCONUS or from one OCONUS area to another OCONUS area that is supporting a military operation, e.g., Operation Enduring Freedom.

(2) Essential Personnel means Contractor employees identified as key personnel to work under the contract.

b. General

(1) This general guidance addresses the deployment of Contractor personnel in support of military forces in combat, contingency, or an exercise. Contract performance in support of combat or contingency operations is inherently dangerous. The Contractor accepts the risks associated with contract performance in support of military operations that may be required for performance of the contract and/or task order.

(2) Each contingency will evolve differently depending upon Theater Commander's guidance impacting on the deployment. The Contractor is obligated to request any specific information needed prior to or during the time of deployment from the Contracting Officer or representative.

c. Management.

(1) The Contractor shall ensure that all contractor employees, including sub-contractors, comply with all (i) Battlefield Services, Department of Defense, regulations, directives, instructions, policies, and procedures, in particular, AR 715-9 and FM 3-100.21, (ii) U.S. Host Country, local and international laws and regulations and (iii) treaties and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements), that are applicable to the contractor in the area of operations.

(2) The Contractor shall make reasonable efforts to become informed and comply with all orders, directives, and instructions relating to force protection, health and safety. If the Contractor believes that its compliance with such orders, directives, instructions cause a change in the contract that will affect the price or cost of the contract, the Contractor must notify the contracting officer in writing within 60 calendar days of becoming aware of the change. Failure to do so may waive the Contractor's right to an equitable adjustment.

(3) The Contracting Officer is the only authorized official who shall increase, decrease, or alter the scope of work to be performed. Any orders or instructions interpreted by the Contractor as impacting the scope or cost of the contract shall immediately be brought to the attention of the Contracting Officer for resolution.

(4) The Contractor shall at all times, be responsible for the conduct of its employees and those of its subcontractors and invitees.

(5) The Contracting Officer may direct the Contractor, at the Contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

d. Accounting for Personnel through the U.S. Army's Civilian Tracking System (CIVTRACKS)

- (1) The contractor shall use the Army CIVTRACKS program for accountability of contractor personnel deployed in support of unclassified military operations.

(2) Most defense Contractors have sponsors in order to gain access to the AKO database. In cases where the contractor is unable to gain access to the CIVTRACKS database, immediately contact the COR or the Contracting Officer for resolution. The Contractor is ultimately responsible for ensuring that all personnel are properly accounted for by inputting and maintaining all deployed personnel in the CIVTRACKS database within 24 hours of notification of deployment.

e. Force Protection

While the Contractor is performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to Contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine, Defence Logistics Agency (DLA)) civilians in the operations area.

f. Vehicle and Equipment Operation

(1) The contractor shall ensure that deployed employees possess the required license to operate the vehicle or equipment necessary to perform contract requirements in the theater of operations. The requirements of AR 58-1 and DoDI 4500.36 apply.

(2) All contractor owned or leased motor vehicles or equipment shall meet all requirements established by the Theater Commander and be maintained in a safe operating condition at all times.

(3) The Contractor and its employees will be held jointly and severably liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

g. Clothing, Equipment, and Central Registration

(1) To distinguish Contractor employees, as non-combatants when accompanying the force, they are not authorized to wear military clothing unless specifically authorized by a Department of Army Waiver. Contractor employees may wear specific items required for safety and security such as ballistic or Nuclear, Biological, and Chemical (NBC) protective clothing. The CONUS Replacement Center (CRC), or the theater commander, at his discretion, may provide to the Contractor personnel military unique Organizational Clothing and Individual Equipment (OCIE) to ensure contractor personnel security, training, and safety.

(2) The Contractor shall ensure that all OCIE are returned to the point of issue. The OCIE is government furnished property.

(3) The Contracting Officer or COR will issue Letter of Authority to contractor personnel to process through CRC. The Contractor shall make reservations after notification to deploy through Total Army Personnel Command (PERSCOM) at least 14 calendar days in advance by calling PERSCOM at 1-800-582-5552, extension 1427 or e-mail: stuart.herman@hoffman.army.mil as early as possible.

- (4) Processing at the CRC:

(i) Fort Bliss, Texas is the primary CRC supporting the CENTCOM area of operations for current operations. Overflow will process at the secondary CRC location for CENTCOM, Fort Sill, Oklahoma.

(ii) Fort Benning, Georgia CRC will process personnel supporting operations in the Balkans and CJTF-180.

(iii) Contractor personnel requiring government-provided air transportation to the CENTCOM Theater of Operations must also make reservations through PERSCOM. Also, refer to DOD 4515-13R and AR 95-1.

h. Weapons and Training

Contractor personnel may NOT possess privately owned firearms or knives with blades in excess of three inches in the area of operations.

i. Passports, Visas, and Customs

The Contractor is responsible for obtaining all passports, visas, or other documents necessary for Contractor employees to enter and/or exit any area(s).

j. Legal Assistance

(1) Contractor employees in the U.S. preparing to deploy abroad, or already deployed overseas, to perform work pursuant to any contract or subcontract with the Army, generally will not be eligible to receive legal assistance from Army military or Army civilian lawyers.

(2) The Contractor will ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills as well as with any necessary powers of attorney prior to deployment processing and/or deployment. Payment of legal fees is a private matter between the Contractor employee and the lawyer retained.

k. Medical

(1) Prior to deployment, the Contractor shall ensure that all deployed personnel are medically and physically fit to endure the rigors of deployment in support of military operations. (Medical screening requirements may be found in FM 3-100.21, Appendix D, and AR 715.9)

(2) The government, at its discretion, may provide Contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to DoD civilians deployed in the theater of operations. This is subject to the availability of such medical and dental care. Under normal circumstances the available military care does not include local nationals.

(3) Deploying civilian Contractor personnel shall carry with them a minimum of 90-day supply of any medication they require.

(4) Non-emergency health care is the responsibility of the Contractor.

I. Security and Background Checks

Prior to deployment, the contractor shall ensure that all applicable security and background checks are completed on all personnel in support of this Contract.

m. Next of Kin Notification

Before deployment, the Contractor shall ensure that each Contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official, as well as place a copy in the deployment file to be hand carried to the area of operation.

n. Reserved

o. Morale Welfare and Recreation (MWR) Benefits

Theater Commanders are not under contract to provide MWR benefits. MWR benefits may or may not be available. If not, the Contractor has no right of an equitable adjustment.

p. Deceased/Missing Personnel

When Contractor personnel become deceased or are missing while on a duty assignment in the performance of work, the COR and the Contracting Officer shall be notified by telephone and/or priority message within 24 hours.

CONUS: The Contractor shall be responsible for arranging mortuary services and for payment of all costs associated with the care, disposition, and transportation of the employee remains.

OCONUS: Contractors are eligible for the care and disposition of the remains in accordance with AR 638-2, Care and Disposition of Remains and Disposition of Personal Effects. The Contractor shall pay all costs associated with the care and disposition of the remains. The Government shall provide, on a reimbursable basis and at the request of the Contractor, suitable transportation for the remains from the place of death to the port of entry within the continental United States.

H.3 KEY PERSONNEL

These personnel are required to establish and manage critical support functions identified in the Linguist PBWS. The Contractor shall identify and provide resumes of all proposed Key Personnel. The Contractor shall provide at least 30 calendar days written notification to the KO prior to making any replacement in the individuals identified in the proposal as key personnel assigned to this contract. Prior to directing any of the specified key personnel to other programs, the Contractor shall provide at least 30 working days advance written notification to the KO and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of the proposed change on the program and its schedule. The Contractor must demonstrate that the qualifications of the prospective replacement personnel are equal to, or better than, the qualifications of the person being replaced.

The Key Personnel for this contract are listed below:

Name of Key Person*	Position*

*Offeror shall fill in.

H. 4 CONTRACTOR CONDUCT AND PERSONNEL APPEARANCE

Uniforms and Work Attire. Except as otherwise prescribed by the Government, on-site contractor personnel shall wear Government-furnished complete uniforms and accessory items furnished by the Government. Contractor personnel shall not wear civilian clothing or accessory items with Government-furnished uniforms, but shall have appropriate civilian clothing on-hand, as required by specific missions. The KO or the COR/ACOR shall also prescribe protective items furnished by the Government to be worn, based on force protection requirements and local command policy. The Contractor shall ensure that all uniforms issued identify the contractor personnel to whom it is issued with the following identification tags: a cloth tape with the person's last name in block letters sewn over the right breast pocket of the uniform and a cloth tape with "U.S. CONTRACTOR" in block letters, sewn over the left breast pocket of the uniform. All cloth identification tags shall be of the same color and size. Personnel participating in and providing support to military training exercises, regular or Quick Reaction Capability (QRC) deployments, contingency operations, hostilities, war, or other unusual situations may be required to wear Nuclear Biological Chemical/Chemical Biological Radiological (NBC/CBR) protective clothing/masks, attend selected training applicable to that effort, receive inoculations, and utilize supporting equipment when required by the supported Commander and directed by the COR/ACOR. When required by the Mission or Theater Commander, the Government will provide to the contractor all military unique individual equipment. The COR may, based on decisions by local commanders, prescribe that contractor personnel at designated work locations wear civilian clothing instead of the military uniforms. Contractor personnel working under this contract shall present a professional appearance commensurate with standards delineated for government civilian/military employees acting in similar capacities. Clothing or uniforms shall be kept clean and neat (i.e. no debris, dirt, mud, stains, rips, tears, or holes) as practicable considering work conditions.

Contractor Conduct. Personnel who display disruptive behavior or violate substance abuse laws or regulations of host nations or host military commanders shall be immediately terminated from the Linguist program and returned to CONUS at contractor expense. The contractor shall be responsible for ensuring that employees assigned to this contract comply with the applicable laws and regulations of the host country and any political subdivisions thereof. The contractor is also responsible for ensuring that such employees

comply with military rules and regulations when employed in areas under the jurisdiction of the applicable U.S. Army Commander. In the event that a contractor's employee is barred from continuing to perform under the contract for failure to comply with the laws, rules, and regulations, the costs incurred by the contractor as a result of the removal of the employee or the substitution of a replacement employee shall not be reimbursable under this contract. The disallowed costs would include relocation costs incurred by the contractor to furnish a suitable substitute employee for the overseas assignment.

H.5 SMALL BUSINESS SUBCONTRACTING PLAN

The Contractor is required to submit a Small Business Subcontracting Plan, pursuant to FAR 19.708(b) and in accordance with FAR 52.219.9. (See also Sections L-10 and M-3.) Offerors shall prepare their Small Business Subcontracting Plan in accordance with the Army Federal Acquisition Regulation Supplement (AFARS) specifically Sections 5119.705-4(d), Subpart 5119.708(b)(1), and AFARS Appendix DD located at:

http://dasapp.sault.army.mil/Ind_base_policy/AFARS%20conformed.htm.

The contractor's goal shall be ____% (*percentage to be filled in by offeror*) of the total proposed value. Upon award of contract, the contractor's plan will be incorporated into this contract as Attachment 6.

H. 6 EARLY EXERCISE OF OPTIONS

The Government intends to exercise Option Items 0004-0015 as set forth in SECTION B, in whole or in part, in accordance with the schedule as stated in Section I – Clause 52.217-9, however the Government reserves the right to exercise options prior to that date if deemed necessary.

H.7 EXPENSE VOUCHERS

Expense vouchers submitted following completion of OCONUS TDY shall, if applicable, show costs for each item in foreign currency and the conversion to U.S. currency. The conversion formula must be entered on the voucher and show the official exchange rate in use at the time of travel.

H.8 NOTICE REGARDING SECTIONS K, L, AND M

Sections K, L and M of the solicitation shall not be physically attached to the resulting contract but shall be retained in the contract file.

H.9 DISSEMINATION OF INFORMATION

There shall be no dissemination or publication, except within and between the contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the Contracting Officer's Representative (COR) or the Contracting Officer.

H.10 AWARD FEE PLAN

(See Attachment 5 for Award Fee Plan)

H.11 GOVERNMENT SHUTDOWN FOR CONTRACTORS PERSONNEL—24/7 CONTRACT COVERAGE

a. Government Closure. In the event that the US Government Office of Personnel Management (OPM) officially announces closure of the federal Government in any specified contract performance location, and federal employees (other than emergency essential personnel) are not required to report to work, the Contractor shall follow this guidance:

(1) Personnel who, in accordance with the terms of the contract, perform their contractual duties on a government installation or in a government facility but have not been designated emergency essential personnel or are not fulfilling 24/7 requirements shall not report for duty under this contract and the contractor shall not invoice for those hours.

(2) Personnel who have been designated in writing by the Contracting Officer's Representative or verbally notified by the Contracting Officer (written confirmation will be provided within 2 business days) as emergency essential shall report to work.

(3) Personnel fulfilling 24/7 contract requirements (if any) who are not emergency essential but who are already at work may remain at work if approved by the Contracting Officer's Representative.

b. Installation Closure. The installation commander may, at his discretion, close the post, installation or facility even if the government is otherwise open. In this case, (i.e., if the government is open but the post, installation, or facility is closed), contractor personnel will not be able to report regardless of status. The Contractor shall not invoice for these hours. Unless a cognizant Government authority directs personnel to leave the installation, contractor personnel on site at the time of the closure may stay to complete their shifts at the discretion of the contractor manager taking into account safety and other issues. Contractors may bill for hours worked.

c. Announcements. The Contractor is responsible for monitoring announcements and informing employees of federal Government or installation closures.

d. Alternate Duty Sites. In the case of either Government closure or installation closure, the Contractor personnel whose place of duty is the installation or facility are not authorized to perform at an alternate duty site unless the Contracting Officer approves the type of work and the alternate location in writing in advance.

H.12 GOVERNMENT FURNISHED INFORMATION (GFI)

Contract Reference	Name of Document and Location of Document
PBWS para. 2.2; H.2(c)	AR 715-9 – Contractor's Accompanying the Force http://www.amc.army.mil/LOGCAP/docs/ar7159.pdf
PBWS para. 2.2 H.2(c)	FM 3-100.21 – Force Protection www.adtdl.army.mil/cgi-bin/atdl.dll/fm/3-100.21/chap6.htm#6-12
PBWS para. 2.1.2.2 & 4.0	Interagency Language Roundtable (ILR) (See Attachment 4 for document.)
H.2(f)(1)	AR 58-1 www.apd.army.mil/pdf/r581.pdf

H.2(f)(1)	DoDI 4500.36 – Management, Acquisition, & Use of Motor Vehicles www.dtic.mil/whs/directives/corres/pdf/d450036_041085/d450036p.pdf
H.2(g)	DoD 4515-13R – Air Transportation Eligibility www.dtic.mil/whs/directives/corres/html/451513r.htm
H.2(g)	AR 95-1 – Flight Reservations www.apd.army.mil/pdffiles/r95_1.pdf
H.2(p)	AR 638-2 – Care and Disposition of Remains and Disposition of Personal Effects www.apd.army.mil/pdffiles/r638_2.pdf
PBWS Parg.2.1.2.4	AR 40-501 Standards of Medical Fitness www.usapa.army.mil/pdffiles/r40_501.pdf
PBWS Parg.2.2	FM 3-100.21 Contractors on the Battlefield http://www.adtdl.army.mil/help/dwn_view.htm#PDF

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-18	Ordering	OCT 1995
52.216-19	Order Limitations	OCT 1995
52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	SEP 2002
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001

52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JAN 2004
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-1	Property Records	APR 1984
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JUN 2003
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-6	Termination (Cost Reimbursement)	SEP 1996

52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 1998
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991
252.228-7003	Capture and Detention	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.239-7000	Protection Against Compromising Emanations	DEC 1991
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991

252.241-7001	Government Access	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.242-7005	Cost/Schedule Status Report	MAR 1998
252.242-7006	Cost/Schedule Status Reports Plans	MAR 1997
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	OCT 2002

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(h) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2009.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.
(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 150% or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the _____ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the _____ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. _____. This may be confirmed by contacting _____."

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://deskbook.dau.mil/legacydeskbook.asp>

(End of clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

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DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD Form 254 & SCI Addendum	4	
Attachment 1-1	DD Form 254		
Attachment 1-2	SCI Addendum		
Attachment 2	Reserved		
Attachment 3	Reserved		
Attachment 4	Interagency Language Roundtable (ILR) Language Skill Level Descriptions	17	
Attachment 5	Award Fee Plan	9	
Attachment 6	Small Business Subcontracting Plan <i>(to be incorporated at award)</i>		

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.225-6	Trade Agreements Certificate	MAY 2002
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (541930).

(2) The small business size standard is (\$6M).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

____ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)____ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and

regulations of the Secretary of Labor.

(End of provision)

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

() is () is not a historically black college or university;

() is () is not a minority institution.

(End of provision)

52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

() None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

() Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

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(The remainder of this page is intentionally left blank.)

L-1 CLAUSES INCORPORATED BY REFERENCE

This solicitation incorporates the following solicitation provisions by reference with the same force and effect as if they were given in full text. All clauses and all requirements of this RFP must be included in the Prime's offer, and also included in any subcontracts, if applicable.

FAR 52.204-6	Data Universal Numbering System (DUNS) Number (JUN 1999)
FAR 52.215-1	Instructions to Offerors—Competitive Acquisition (MAY 2001)
FAR 52.215-16	Facilities Capital Cost of Money (OCT 1997)
FAR 52.215.20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)
FAR 52.237-10	Identification of Uncompensated Overtime (OCT 1997)
FAR 52.252-1	Solicitation Provisions Incorporated By Reference (FEB 1998)

L-2 TYPE OF CONTRACT (FAR 52.216-1) (4/84)/ESTIMATED AWARD DATE

The Government contemplates award of a Cost Plus Award Fee (CPAF) Requirement type contract, which will include one base twelve-month period and four one-year options. The award date for this effort is estimated at on or about 14 June 2004 with an effective date of 01 October 2004.

L-3 QUESTIONS

All clarification questions regarding the solicitation must be submitted electronically to Ms. Lisa Grant , Contracting Officer at LINGUIST@inscom.army.mil.

Prior to submission of proposals, Offerors are expected to reach a reasonable understanding of the requirements of this RFP by careful study of the RFP and by application of qualified knowledge and experience. If such a review establishes the need for correction or clarification of the RFP, such information should be brought to the attention of the Contract Specialist immediately, so that the matter can be resolved. Offerors shall submit any questions regarding the solicitation no later than five (5) working days after receipt of RFP. No questions received after that date will be answered unless the Government determines the answer to the question imparts information material to Offeror's ability to respond to the solicitation.

Questions shall be prepared in the following format.

Date: _____

From: (Name, Company, and Phone Number of Offeror)

To: Ms.Lisa Grant, INSCOM Contracting Officer

Subj: Questions regarding Contract Linguist Solicitation, W911W4-04-R-0002

	<i>Offeror Question</i>	<i>RFP paragraph and page # that relates to Offeror's question:</i>	<i>Offeror recommended answer or solution (if any)</i>
1.			
2.			
3.			

L-4 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer
USAINSCOM
8825 Beulah Street
Fort Belvoir, Virginia 22060-5246

Telephone Number: (703) 428-4598; Fax Number: (703) 428-4914

L-5 PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FAR 52.222-24)
(2/99)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a pre-award compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L-6 USE OF NON-GOVERNMENT PERSONNEL DURING EVALUATIONS:

The Government intends to use Contractors to prepare cost information for review and evaluation by the Cost Board. These personnel will not be scoring or evaluating proposals. All contractor personnel have signed non-disclosure agreements and the companies subject to an Organizational Conflict of Interest Clause. The name and address of this firm is listed below:

Access Systems
11250 Waples Mill Road, Suite 310
Fairfax, VA 22030

Submission of a proposal in response to this solicitation will be deemed consent for the Government to utilize Access Systems personnel in support of this competitive procurement.

L-7 TEAMING

In accordance with FAR 9.601 and FAR 9.603, the Government will recognize the integrity and validity of Contractor team arrangements provided that the arrangements are identified and company relationships are fully disclosed in an offer or, for arrangements entered into after submission of an offer, before the arrangement becomes effective.

L-8 ALTERNATIVE PROPOSALS NOT ACCEPTABLE

Alternative proposals will not be accepted. The Offeror is limited to the submission of one set of proposals. Duplicate proposals will not be evaluated.

L-9 MINIMUM SECURITY REQUIREMENTS

L-9.1 TOP SECRET FACILITY CLEARANCE

In order to perform the requirements of this procurement, the Offeror must have a TOP SECRET Facility Clearance **at time of award**. (The estimated time of award is listed in Section L-2). Proposals must include a CAGE code so verification of facility can be made. **The Offeror shall incorporate this information in the Management Proposal.** The facility clearance must meet the Director, Central Intelligence Directive 6/4 (DCID-6/4) Personnel Security Standards and Procedures governing Eligibility for Access to Sensitive Compartmented Information. This is a CONDITION OF AWARD.

L-9.2 PERSONNEL WITH SECRET AND TS/SCI CLEARANCES:

The Offeror shall provide, to be included in the Management Proposal for Evaluation Factor 2.0, a list of all proposed key personnel that require either a SECRET and/or a TOP SECRET (TS) Clearance. All key personnel that require TS Clearances must be eligible for access to Sensitive Compartmented Information (SCI). All clearances shall be valid at time of award - this is a CONDITION OF AWARD. The Offeror shall provide the names of these individuals, along with data that will be needed for the Government to validate the clearances as shown in the charts below:

TOP SECRET/SCI

Name of Key Person	Social Security Number	Title of Key Position	Individual currently holds TOP SECRET and is eligible for SCI (Yes/No)	Date Clearance Granted	Government Agency Holding Clearance

SECRET

Name of Key Person	Social Security Number	Title of Key Position	Date Clearance Granted	Government Agency Holding Clearance

The Offeror shall also incorporate the names of all proposed personnel in the KEY PERSONNEL CLAUSE as shown in SECTION H of the RFP.

L-10 SMALL BUSINESS SUBCONTRACTING PLAN:

All offerors (large businesses only) shall submit a Small Business Subcontracting Plan. See M-3 for details.

L-11 PROPOSAL INSTRUCTIONS

L-11.1 PURPOSE

These instructions prescribe the format for the proposal and describe the approach for preparation and presentation of the proposal data. They are designed to ensure that Offerors submit the required information essential to the Government's understanding and validation of proposals. Offerors are cautioned to follow these instructions completely and carefully. Noncompliance with these instructions may be cause for rejection of the Offeror's proposal. Proposals shall not rephrase requirements set forth in the solicitation. Proposals which merely offer to perform work in accordance with the RFP, or which fail to present more than a statement indicating their capability of compliance with the management requirements without elaboration, will be deemed to be unacceptable and will not be considered further.

L-11.2 DELIVERY OF OFFERS

All offers shall be hand delivered or delivered by a common carrier by the time and closing date as stated in the solicitation, see SF 33, Block 9. The delivery address is listed below:

USA INSCOM
IAPC-DOC Attn: Ms. Lisa Grant (Contracting Officer)
6359 Walker Land, 5th Floor
Alexandria, VA 22310

Phone: 703-428-4592 (Alternate number: 703-428-4964)

The hours of operation for accepting deliveries is Monday through Friday from 8:00 until 16:30.

L-11.3 PROPOSAL – GENERAL

Each Offeror's proposal shall be submitted in English and clearly state both the proposed approach and how this approach will effectively satisfy the required services delineated in the Performance Based Work

Statement (PBWS). The proposal shall describe what actions will be taken by the Offeror to deliver the services required in a timely manner, shall clearly document the basis for all proposed prices including fee, and shall provide all information necessary to substantiate proposal statements. Each proposal shall contain a glossary of unique terms, including all acronyms used. This glossary shall be included in the front of each appropriate volume. Great care should be exercised in addressing all Elements/Factors/Subfactors set forth below and further discussed in Section M. Cost or price information shall be included in the cost or pricing proposal only. The cover letter shall provide the Offerors CAGE Code and Facility CAGE Code, if different. Each proposal shall contain a Table of Contents except for Volume IV. All proposal pages and paragraphs shall be appropriately numbered.

Any data previously submitted to the Government will not be considered. All volumes taken as a whole should form a cohesive, integrated proposal, free of inconsistency and conflict between each volume. Inconsistencies discovered will be reflected in the overall evaluation of the Offeror's proposal. Each proposal must be presented in sufficient depth to make a comprehensive evaluation of the Offeror's understanding of this acquisition and capability for performance. The proposal shall not contain superfluous material, which is not directly related to this specific procurement.

Each volume shall completely address the elements and the factors as shown in L-13.2. The factors within each volume shall be identified and addressed in the same order as stated herein.

L-11.4 PROPOSAL FORMAT

(a) Management Proposals shall be prepared in two parts: (1) Power Point Slides (to be presented at the Oral Presentations); and (2) Narrative language (text documents – as defined in Section L-11.4(e)) that supports and/or elaborates on the information as presented in the slides. The slides shall be prepared in a font type and size that is legible for an audience. The number of slides shall be limited to the amount of information that can be presented during the time frame as established in paragraph L-12.1 herein. The narrative information shall be limited to no more than 30 pages. The Offeror shall identify in its management proposal the use of any technology or information on a contract deliverable that is proprietary in nature to the contractor. (See DFARS 252.227-7017 as incorporated by reference in Section I of this solicitation.) The information listed below shall also be included in the Management Volume but shall be submitted as Microsoft Word Documents. (No Cost Data will be included in the Management Volume).

- (1) Small Business Subcontracting Plan *
 - (2) Resumes (limited to key personnel) (limited to two pages per person) *
 - (3) Personnel Contingency Agreements (if applicable) (limited to one page per agreement) *
 - (4) Proprietary Information
 - (5) Glossary of Unique Terms *
 - (6) Table of Contents *
 - (7) Supporting Information
- (* Excluded from page count.)

(b) Past Performance Proposals shall consist of two sets for each one of the points of contacts/reference and each questionnaire shall not exceed two (2) pages per reference. All information shall be submitted in Microsoft Word Documents. (No Cost Data will be included in the Past Performance Volume.)

(c) Cost Proposals – all spreadsheet information must be submitted in Microsoft Excel and all supporting rationale shall be submitted in Microsoft Word. (*Cost Data will only appear in Volumes III and IV.*) Spreadsheet submitted in any other format is unacceptable.

(d) Number of Copies Needed and Set-Up of Volumes:

<u>Volume #</u>	<u># of Copies</u>	<u>Title of Volume</u>
I	6	MANAGEMENT PROPOSAL
II	6	PAST PERFORMANCE PROPOSAL
III	4	COST PROPOSAL
IV	2	Signed RFP, including completed Section B, H & K, cover letter with terms and conditions, if any, and CD ROMs

(e) CD ROMs: Within Volume IV, the Offeror shall submit two sets of CD ROMs. The first CD shall include Proposal Volumes I and II. The second CD shall include Proposal Volume III. All documents shall be prepared in accordance with the following Microsoft versions:

Text Documents: Microsoft Word 2002 or below (Font Size: 12)

Slides: Microsoft PowerPoint 2002 or below (Font Size:
Legible for Audience)

Spreadsheets: Microsoft Excel 2002 or below (Font Size: Legible)

*(Note: All spreadsheets must include calculation
functionality.)*

L-12 ORAL PRESENTATIONS

Offerors will be required to orally present the information as submitted in their Management Proposal for Evaluation Factors 1.1 – 1.7. Additionally, at the prescribed point in the conference (see Agenda for Oral Presentations, Section L-12.1), each Offeror will be given instructions for two (2) realistic scenarios as discussed in Evaluation Factor 1.5. These scenarios will be based on real world situations that may be encountered while supporting this effort. These tasks will require a full understanding of all management requirements on the contract and managerial insight into issues, challenges and barriers and how to overcome them.

L-12.1 SCHEDULING/LOCATION/TIME/SET-UP OF PRESENTATION

Oral presentations will be conducted within two (2) weeks from receipt of proposals. Offerors are warned that the Government may request to present proposals as early as two (2) calendar days after the closing date/time for submission of proposals. The Government will advise Offerors of the date, time and location for its oral presentation within two (2) calendar days of receipt of proposal. The Offeror will not be given an

opportunity to reschedule. The Government reserves the right to reschedule oral presentations. The Contracting Officer will only reschedule as a result of significant events. Offerors who do not appear at their assigned time shall be declared non-responsive and will not be considered for award. Shown below is the Agenda that will be used at the conference:

Agenda for Oral Presentations

Minutes*	Action
10 est.	Introductions by Government and Contractor and Establishment of Ground Rules
60	Present Management Slides as provided in Volume II for Factors 1.0 – 7.0 (less 5.0)
10 est.	Break
120	Government Distributes Scenarios to the Offeror. Offeror Prepare Responses for Both Scenarios.
30	Offeror Presents Response to Both Scenarios (Factor 5.0)
15 est.	Government Prepare Clarification Requests (if any)
15 est.	Offeror respond to Clarification Requests for all Factors (5.0-9.0) if any
260	TOTAL ESTIMATED MINUTES

** Bolded times are fixed. Non-bolded times are estimates. A 4-hour block of time will be scheduled to allow for technicalities or other unforeseeable changes. However, times allotted for fixed sessions will not be expanded.*

The Government will provide all necessary presentation equipment (i.e. lap top, projector screen, white boards).

L-12.2 VIDEOTAPING THE PRESENTATION

The Government will be responsible for videotaping the oral presentations. The oral presentation audience will be comprised of Government source selection participants to include the Contracting Officer and the management evaluators. The videotapes produced by the Government will become an official part of the source selection process. Offerors are prohibited from taping or recording their own presentation.

L-12.3 OFFEROR'S PRESENTATION TEAM

Offerors shall send a briefing team of no more than five (5) individuals to present the firm's oral presentation. The Offeror's briefing team shall be based on the individuals proposed to perform under the contract. Individuals not currently employed by the prime or the subcontractor may participate so long as they are proposed key personnel.

L-12.4 CLARIFICATION OF ORAL PRESENTATION POINTS

The Government representatives may ask the Offeror to elaborate on statements, but will not request specific information. Additionally, the Offerors may be given the opportunity to clarify (per FAR 15.306(a)) certain minor or clerical errors as noted during the presentation. Clarifications may also entail asking the Offeror to repeat statements that were not heard clearly. The oral presentation does not constitute discussions as defined in FAR 15.306(d), as the Government reserves the right to award without discussions.

L-12.5 RATING THE PRESENTATION

Factors 1.1 – 1.7 will be evaluated in accordance with Section M-7.1. Offerors will not be informed of any strengths, weaknesses or deficiencies during this meeting.

L-13 EVALUATION FACTORS/SUBFACTORS

Factor	Sub-Factor	Description of Factor
1.0		MANAGEMENT
	1.1	RECRUITMENT PROCEDURES/TRANSITION PLAN
	1.2	STAFFING PLAN FOR PROGRAM MANAGEMENT (KEY AND NON-KEY PERSONNEL)
	1.3	DEPLOYMENT REQUIREMENTS/PROCEDURES/TIMELINES/ISSUES
	1.4	SUSTAINMENT OF LARGE-SCALE PERSONNEL DEPLOYMENTS
	1.5	ABILITY TO REACT TO REALISTIC SCENARIOS
	1.6	FLEXIBILITY OF OPERATIONS
	1.7	MANAGEMENT OF SMALL BUSINESS SUBCONTRACTING POSSIBILITIES
2.0		PAST PERFORMANCE
3.0		COST (<i>Evaluated but not scored</i>)

<p>FACTOR 1.0</p> <p>MANAGEMENT</p>

<p>SUBFACTOR 1.1</p> <p>RECRUITMENT PROCEDURES AND TRANSITION PLAN</p>
--

(a) For proposal purposes, the Offeror shall propose a detailed “Recruitment Procedures and Transition Plan” based on the “Government’s Current Estimated Linguist Requirement” chart (Classified).

1. **Government’s Current Estimated Linguist Requirement Chart will be forwarded under separate cover. This document is classified at Secret Level.**
2. **The Contractor shall pick up the document at:**

**USA INSCOM
IAPC/DOC
Attention: Ms. Kathleen Moore
6359 Walker Lane 5th floor
Alexandria, Va.22310**

**Phone: 703-428-4592 (Alternate Number: 703-428-4964)
The hours of operation is Monday through Friday from 8:00 until 16:30.**

3. **The Contractor must submit the clearance(s) for all individuals who will be permitted to pick up the document to SSO INSCOM, unclassified fax# (703) 706-2958. ATTN: Ms. Andrea Upperman. The individual(s) who will pick up the document(s) must be an authorized courier for the contractor, hold the appropriate clearance and have a courier card/letter.**
4. **The facility of the contractor who is participating in the RFP and will be receiving the classified document(s) from the RFP, must have a facility clearance which will permit the holding of a minimum of Secret material.**

(b) This plan shall also include the following information:

1. All proposed steps to meet the recruitment requirements as identified in paragraph 2.1 of the Performance Based Work Statement (PBWS).
2. Methods to locate interpreters for the languages and in the locations as identified in L13.1.1(Classified) chart.
3. Recruitment methods for the skill levels as identified in PBWS paragraph 2.1.2.1(general skills) and paragraph 2.1.2.2 (CATs I, II, and III).
4. A plan to develop new recruitment areas for other languages not identified in L13.1.1 (Classified) chart.
5. Plans and approach to recruit in the Areas of Operations (AO) and other overseas locations.
6. Plans to test linguists for proficiency in English and in the languages specified in L13.1.1 (Classified) chart and to include the skills as identified in PBWS paragraphs 2.1.2.1 and 2.1.2.2.
7. How proficiency test results will be equated to the Interagency Language Roundtable Language Skill Level Descriptions (ILR) (as defined in Attachment 4 to the RFP).
8. The plans, procedures, schedules, and appropriate staffing to be used in commencing work during the phase-in period efforts associated for handling transition in real-word contingency operation environment (inclusive of the ability to meet all security requirements as identified in Section L-9 of the RFP) that will ensure a smooth and effective transition.

SUBFACTOR 1.2

STAFFING PLAN FOR PROGRAM MANAGEMENT (KEY AND NON-KEY PERSONNEL)

For this subfactor, the offeror shall provide: (a) A Staffing Plan for program management (key and non-key personnel); (b) Resumes of Key Personnel; and (c) a Plan for Continuity. This information shall include the following information:

(a) Staffing Plan:

1. The roles and duties of each proposed program management position to perform all requirements as identified in the PBWS based on the “Government’s Current Estimated Linguist Requirements” as stated in L-13 Subfactor 1.1 (a) to include knowledge of the Army Supply System and the creation of Department of Defense Activity Address Code (DODAAC) accounts. (*Note: Program management functions shall include at least those positions listed in paragraph (b) below. Additionally, the offeror shall also propose other key and non-key program management functions as deemed necessary by the offeror.*)
2. A breakout of all (key and non-key) management personnel by labor category and total number of hours. (All key personnel shall be identified by name and by position.)
3. A breakout of all hours proposed for linguists (by language type, location, and by category (CAT I, II, and III) as identified in the Government Current Estimated Linguist Requirements Chart (See L13.1.1).

(*Note: No cost data shall be included in this section.*)

(b) Resumes of Key Personnel: Offerors shall provide resumes for those individuals whose positions are considered by the Offeror to be key to the success of the program. At time of award, supervisory managers must hold a security clearance at least as high as that of the personnel they manage. The Offeror will discuss the rationale behind the selection of those positions as “key”. At a minimum, these labor categories shall include the following personnel (or their equivalents):

1. Program Manager
2. Deputy or Alternate Program Manager
3. Iraq Site Manager
4. Guantanamo Bay Site Manager
5. Other Middle East Site Manager (*Note: For Proposal Purposes - Offeror shall choose the Middle East location.*)
6. Director of Recruitment Operations
7. Language Testers in Specified Contract Required Languages (SCRL) (Arabic, Pashtu, Farsi/Dari)
8. Security Manager
9. Logistics Manager(s) (with in-depth knowledge of army Supply System and Creating DODAAC accounts)

(c) Plan for Continuity: Offeror shall submit a plan for continuity of support during the absence of key personnel.

<p style="text-align: center;">SUBFACTOR 1.3 DEPLOYMENT REQUIREMENTS/PROCEDURES/TIMELINES/ISSUES</p>
--

The Offeror shall discuss deploying a large number of individuals overseas into possible combat environments and other remote locations, to include the procedures required by the Government, as well as procedures the Offeror would establish. The discussion should include a proposed timeline and milestones of deployment steps with the recognition of possible bottlenecks, contingency plans, processing of security clearances, and other factors that would affect timely delivery of linguist services to deployed commanders. Additionally, this plan shall include the Offeror's proposed methodology for the tracking and reporting of all deployed personnel.

<p style="text-align: center;">SUBFACTOR 1.4 SUSTAINMENT OF LARGE-SCALE PERSONNEL DEPLOYMENTS</p>

Offerors shall describe their corporate qualifications to sustain large-scale personnel deployments, with an emphasis on deployments outside the continental United States (OCONUS). Offerors may include a brief overview of their organization, structure, office locations, corporate philosophy, size of permanent staff, areas of business/contract efforts, general education background and specialty area of permanent staff, if deemed pertinent. Offeror's shall include all proposed management efforts associated with: transportation, payroll delivery, conducting quality control, and the tracking and reporting of linguist status throughout the recruitment, screening, and deployment process. Offerors shall include a discussion of the Offeror's historical personnel turnover rate for the past five (5) years for management positions. Additionally, the Offerors shall include information on financial resources and sufficient personnel to perform the contract. This may include information on subcontracting and/or teaming arrangements.

<p style="text-align: center;">SUBFACTOR 1.5 ABILITY TO REACT TO REALISTIC SCENARIOS</p>
--

Offerors will be required to respond orally to two scenarios based on realistic and real world situations that may be encountered while supporting this effort. All Offerors will be provided the same scenarios, which will require a full understanding of all management requirements on the contract and managerial insight into issues, challenges, barriers, and risks mitigation. These scenarios will be provided to the Offeror during the Oral Presentations Conference. See RFP Section L-12 for further instructions related to this conference. **The offeror shall not include information in the proposal relative to this factor.**

<p style="text-align: center;">SUBFACTOR 1.6 FLEXIBILITY OF OPERATIONS</p>
--

Offerors shall provide a detailed description of their ability to meet unusual and unpredicted language requirements, to change their existing procedures to meet urgent Government requirements, and to modify personnel assignments and/or locations to meet shifting priorities.

<p style="text-align: center;">SUBFACTOR 1.7 MANAGEMENT OF SMALL BUSINESS SUBCONTRACTING POSSIBILITIES</p>
--

Offerors must propose a small business subcontracting goal percentage based on the total proposed value of the contract. The percentage shall be no lower than 23%; however offerors will receive an evaluation preference of a higher adjectival rating for exceeding this percentage. Offerors must subcontract at a minimum 5% each to Small Businesses and Woman-Owned Businesses. Offerors must subcontract at a minimum 3% to HubZone Businesses and Service-Disabled Veterans.

The offeror's proposal shall support the proposed percentages by including the following information:

- (a) Methodology to meet and maintain the proposed percentages;
- (b) Rationale for selection of small businesses; and
- (c) Description of the logic used in determining what work will be subcontracted to small businesses.

Note 1:

Total proposed value is defined as: All costs and fees (including other direct costs) for all Contract Line Items 0001-0015.

Note 2:

The information requested for Subfactor 1.7 above is separate from the information that is required for the Offeror's Small Business Subcontracting Plan as shown in Section M-3 of the RFP. Offerors shall prepare their Small Business Subcontracting Plan in accordance with the Army Federal Acquisition Regulation Supplement (AFARS) specifically Sections 5119.705-4(d), Subpart 5119.708(b)(1), and AFARS Appendix DD located at:

http://dasapp.saalt.army.mil/Ind_base_policy/AFARS%20conformed.htm.

However, the Offeror's Small Business Subcontracting plan must be consistent with the information submitted for Evaluation Factor 1.7.

<p style="text-align: center;">FACTOR 2.0 PAST PERFORMANCE</p>
--

The Offeror shall provide past performance information that demonstrates the offeror's ability to perform the proposed effort successfully. This information shall be:

- (a) current and relevant (data shall be based on performances within the last three (3) years);

- (b) provided by an adequate source; and
- (c) data that allows for an appropriate analysis.

The above information shall be submitted based on references. The reference list shall be limited to no more than three (3) references for the prime and no more than three (3) references each, for each major subcontractor. *(For purposes of this competition, all subcontract proposals valued at \$1M or more shall be considered major subcontractors.)*

For each reference the Offeror shall submit a completed Past Performance Questionnaire (as shown below). The Offeror shall complete Part I and then forward this questionnaire to each point of contact (POC). Upon the completion of Part II, the Offeror's POC may submit this form directly to USAINSCOM (at the email address as identified in the questionnaire; or the Offeror's POC can return this form to the offeror (with an original signature) so that the Offeror can incorporate the questionnaire into the Offeror's proposal. Additionally, the Offeror should also address each of the questions contained in Part II based on his/her perspective so that the Government has both parties' viewpoints. Past Performance questionnaires are not subject to the late bid and proposal provision of this solicitation.

(See next page for Past Performance Questionnaire Form.)

PAST PERFORMANCE QUESTIONNAIRE
IN RESPONSE TO USAINSCOM LINGUIST RFP W911W4-04-R-0002

PART I

(This section (PART I) shall be completed by the Offeror (as identified in Block 1 below) that is responding to Linguist RFP W911W4-04-R-0002.)

1. Company Name Point of Contact Title of Individual	2. Company Address	3. Contract Number
4. Period of Performance of Contract	5. Total Value of Contract	6. Description of Contract/ Contract Type
7. How contract relates to Linguist procurement:		
8. <u>Reference</u> - Name of Procuring Agency	9. Name and Address of Procuring Agency <u>Reference</u> (COR and/or Contracting Officer (KO))	10. Phone Numbers and Email Addresses of COR and/or KO

PART II

(This section (PART II) shall be completed by the individual identified in Block 9 above and emailed to USAINSCOM at the following address: LINGUIST@INSCOM.army.mil .

QUESTION 1: Did the contractor experience any schedule and/or performance problems? If yes, did the contractor rectify the problem in a timely manner?
ANSWER 1:
QUESTION 2: Did contractor have any difficulties associated with cost control? If so, what was impact?
ANSWER 2:
QUESTION 3: Did the contractor appear to use personnel with appropriate skills and expertise?
ANSWER 3:
QUESTION 4: Was the contractor cooperative in resolving issues, or in providing innovative solutions that resolved the problems in a timely manner?
ANSWER 4:

(The continuation of the Past Performance Questionnaire is shown on the following page.)

(Continuation of Past Performance Questionnaire.)

QUESTION 5: During the period of performance, did the company experience any financial hardships? If so, how was this issue corrected?
ANSWER 5:
QUESTION 6: If this contract involved any subcontracted work, were there any problems between the prime and the subcontractor? If so, was the problem corrected in a timely manner?
ANSWER 6:
QUESTION 7: During the contract period, did the contractor have any security violations, and if so, how cooperative was the contractor in the ensuing investigation and in taking corrective action?
ANSWER 7:

RESPONSE PROVIDED BY:

TYPED NAME_____
SIGNATURE_____
DATE

TITLE

PHONE NUMBER

(End of Past Performance Questionnaire.)

FACTOR 3.0 COST REALISM

1. The Government anticipates award of this procurement without discussions with offerors, but reserves the right to do so if deemed necessary (see FAR 52.215-1). Efforts by the Government to clarify and load electronic proposal submissions will not be considered discussions.

2. All offerors including Primes/Interdivisional Transfers/Subcontractors/or Team Players shall submit the appropriate number of cost proposals (inclusive of soft copies) in accordance with the instructions as provided in Section L-11.4 of the RFP. All Offerors shall provide adequate cost/price information for the base year plus all four option years. The Offeror's proposed costs shall be subject to evaluation for realism, reasonableness, and completeness of the proposed cost of the contract. Cost Realism in accordance with FAR 15.404-1(d)) is defined as:

“... the process of independently reviewing and evaluating specific elements of each Offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the Offeror's management proposal.”

3. No advantage will accrue to an Offeror who proposes to perform work for an unrealistically low cost/price. Offerors are cautioned against submitting unrealistically low estimates as that may be grounds for eliminating a proposal from competition on the basis that the Offeror does not understand the requirement or the Offeror has submitted an unrealistic proposal. The burden of demonstrating cost credibility lies with the Offeror. Information in the Cost Volume that pertains to other Volumes will not be evaluated. **Offerors shall not include any cost data in the management or the past performance proposals.**

4. All prime Offeror's are responsible for ensuring that all subcontractors, interdivisional, or team member proposals adhere to the same instructions as provided within this section. Additionally, the prime is responsible for ensuring that the subcontractors, interdivisional, or team members adhere to the same level of cost detail as stated within this section for all cost proposals having a value of \$1M or higher. It is preferred that all subcontractor or team member proposals be forwarded with the prime's cost proposal, however if the subcontractor or team member proposal includes proprietary data, these proposals shall be forwarded under separate cover directly to the Government to avoid providing pricing information to the prime contractor. However, it is the prime contractor's responsibility that all subcontractor interdivisional, or team member proposals are complete, and delivered prior to the required closing data for submittal of the proposal. The offerors shall also provide a copy of the Cost Volume to their cognizant DCAA office.

5. The Offerors are required to propose all costs by the Contract Line Items (CLINS) as shown in Section B of the RFP. All costs associated with these items shall be allocated by CLIN based on the following guidance:

- All labor costs (inclusive of all labor cost for the prime, subcontractors, interdivisional, or team members) shall be allocated under the following Contract Line Item Numbers: 0001, 0004, 0007, 0010, and 0013.

- All ODC costs shall be allocated under the following CLINs: 0002, 0005, 0008, 0011, and 0014. Because the requirements for the ODCs cannot be adequately defined, the Government has specified Not-to-Exceed amounts for these CLINs as shown in Figure 3 below. The offeror is not required to provide any supporting cost data for these NTEs, therefore these ODC NTE costs will not be evaluated but will be considered as part of the overall proposed total. However, the offerors are required to propose appropriate material and handling or G&A costs as shown in Figure 3 chart below. The Government will evaluate the reasonableness of the offeror's proposed G&A rates.
- FFP CLINs - All labor costs (inclusive of all labor cost for the prime, subcontractors, interdivisional, or team members) and associated ODC's shall be proposed under the following Contract Line Item Numbers: 0016, 0017, 0018, 0019, 0020, and 0021. The Schedules and details supporting the FFP CLIN shall be included in the cost volume under a separate tab. This section of the cost volume shall be fully supportive of it self and shall not reference other sections of the cost volume.

6. The Offeror (inclusive of all subcontractors, interdivisional, or team members) shall submit all proposed costs utilizing the spreadsheet formats (or something similar) as shown in Figures 1-6 below. These spreadsheets must be prepared as Microsoft Excel. Offerors shall not remove the calculations functionality of the Excel spreadsheets that are submitted in the cost volume. Additionally, the offeror shall also submit systems status as required by Figure 5 below. This system status can be submitted as a Microsoft Word document. The offeror shall include sufficient detail that will enable the Government to perform a cost analysis of all proposed cost as compared to the Offeror's management approach (as shown in proposal Volume I) in order for the Government to determine the need for said costs and the reasonableness of the cost.

7. Offerors MUST provide the following information on the first page of their pricing proposal:

- Solicitation Number;
- Name and address of offeror;
- Name and telephone number of point of contact;
- Name of contract administration office (if available);
- Name and address of cognizant DCAA office, phone number, fax number, and point of contact;
- Proposed cost; profit or fee; and total;
- Whether you will require the use of Government Property in the performance of the contract, and if so, what property;
- Date of submission; and
- Name, title and signature of your authorized representative.

8. The offeror shall provide costs utilizing a format similar to Figure 1 below that depict cost by CLINs, by Labor Category, and by other Cost Elements.

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Figure 1

TOTAL Labor CLINS: 0001, 0004, 0007, 0010, 0013 and 0022 (See Note 4 below)Broken Out By Labor Category/Cost Element

Direct Labor Categories	Hourly Rate (Unloaded)	Number Of Hours	Total Dollars
Management Staff: (See Note 1 below.)			
- Program Mgr			
- Deputy or Alternate Program Mgr			
- etc.			
- TOTAL MANAGEMENT STAFF			
Linguist Staff: (See Note 2 below.)			
- Arabic- (AD)			
- Somali (SM)			
- Turkish (TU)			
- etc.			
- TOTAL LINGUIST STAFF			
TOTAL Direct Labor			
Direct Labor Overhead	Cost Base	Rate	Total
Fringe Benefits (if any)			
Direct Labor Overhead			
TOTAL : Fringe & Overhead			
Subcontract/Interdivisional/Team Players (SITP) Cost (See Note 3)			
SITP Material Handling (if applicable)			
Total SITP Material Handling			
	Cost Base	Rate	Total
G&A			
TOTAL COSTS			
	Cost Base	Rate	Total
FCCM (if any)			
Base Fee			
Award Fee			
Total Fee			
Total Cost Plus Award Fee			

Note 1:

All proposed Management Staff should match all direct charge key and non-key personnel as identified in the Offeror's Management Proposal in response to Evaluation Subfactor 1.2.

Note 2:

All proposed rates and hours associated with Linguists should match the staffing requirements as identified in the offeror's management proposal in response to Evaluation Subfactor 1.1 (b).

Note 3:

Offeror shall include a separate entry in this section for each subcontractor/interdivisional/team member so that these costs can be easily tracked to that specific cost proposal.

Note 4:

If exercised CLIN 0022 shall contain all labor cost that is applicable to the phase-in-period and shall be utilized by all offerors except the incumbent.

10. The offeror shall provide costs utilizing a format similar to Figure 2 below that depict a summary of all proposed contract year (as specified in Section F of the RFP), by Labor Category, and by other Cost Elements. The offeror shall also present the information as required by Figure 2 below by the Offeror's Fiscal Year.

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Figure 2

SUMMARY OF ALL PROPOSED CONTRACT YEARS, BY LABOR CATEGORY, AND BY OTHER COST ELEMENTS FOR CLINS: 0001, 0004, 0007, 0010, 0013, and 0022

Direct Labor Categories	Phase-I n	Base Period Cost	Optio n Period 1 Cost	Option Period 2 Cost	Option Period 3 Cost	Option Period 4 Cost	Total
	CLIN 0022	CLIN 0001	CLIN 0004	CLIN 0007	CLIN 0010	CLIN 0013	
Management Staff: <i>(See Note 1 above.)</i>							
- Program Mgr							
- Deputy or Alternate Program Mgr							
- etc.							
- TOTAL MANAGEMENT STAFF							
Linguist Staff: <i>(See Note 2 above.)</i>							
- Arabic- (AD)							
- Somali (SM)							
- Turkish (TU)							
- etc.							
- TOTAL LINGUIST STAFF							
TOTAL Direct Labor							
Fringe Benefits (if any)							
Direct Labor Overhead							
TOTAL : Fringe & Overhead							
G&A							
TOTAL COSTS							
FCCM (if any)							
Base Fee							
Award Fee							
Total Fee							
Total Cost Plus Award Fee							

11. The offeror shall provide costs utilizing a format similar to Figure 3 below that include all Other Direct Costs (ODCs) for all years, by contract year (as specified in Section F of the RFP) for CLINS 0002, 0005, 0008, 0011, 0014, and 0023 . Additionally, this same information shall also be submitted by the Offeror's Fiscal Year.

Figure 3

SUMMARY OF ODCS BY CONTRACT YEAR FOR CLINS: 0002, 0005, 0008, 0011, 0014 and 0023 (See Note 4)

Other Direct Costs (ODCs)	Phase-I n	Base Period Cost	Option Period 1 Cost	Option Period 2 Cost	Option Period 3 Cost	Option Period 4 Cost	Total
	CLIN 0023	CLIN 0002	CLIN 0005	CLIN 0008	CLIN10 011	CLIN10 014	CLINS
Other Direct Cost (ODC) (See Note 1 below.)							
G&A Rate (See Note 3 below)							
G&A Cost (See Note 3 below)							
TOTAL ODC Plus G&A (See Note 2 below)	\$18.7 M	\$112.1M	\$115.4M	\$64.1M	\$46.2M	\$47.6M	\$385.4M

Note 1: Other Direct Costs (ODCs). All Other Direct Cost (ODC) shall be non-fee bearing costs, even if they are proposed as labor costs in accordance with their disclosure statement.

All ODCs will be reimbursed at cost plus material handling (if applicable) or G&A. All costs associated with travel, will be reimbursed in accordance with approved JTR rates.

Note 2: The ODC amounts shown above are based on historical information. The offeror may use these amounts or may use alternate amounts. If the Offeror chooses to propose alternate ODC amounts, other than those amounts specified above, the Offeror must defend all proposed amounts. All costs associated with these costs shall be non-fee bearing. The offeror shall provide an excel worksheet that include the ODC amounts specified above, the proposed G&A rates, the proposed G&A totals, and the total ODCs plus G&A.

Note 3: Offeror shall fill in this information and submit as part of his/her proposal. If Material and Handling is being proposed, the Offeror shall include an Material and Handling Rate and Material and Handling Cost Line as part of their excel worksheet.

Note 4: If exercised CLIN 0023 shall contain all ODCs that are applicable to the phase-in period and shall be utilized by all offerors except the incumbent.

12. The offeror shall provide costs utilizing a format similar to Figure 4 below that include a summary of the Total Proposal inclusive of all labor and ODCs for all contract years (as specified in Section F of the RFP). Additionally, this same information shall also be submitted by the Offeror's Fiscal Year.

Figure 4

Summary of Total Labor and Total ODCs for all Years

	Phase-In	Base Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Contract Total
Total Labor CLINS (inclusive of all burdens/fees)							
Total ODC CLINS (inclusive of all burdens)							
Total FFP CLINS							
TOTAL PROPOSAL							

(The remainder of this page is intentionally left blank.)

13. The Offerors shall also submit information pertaining to Systems Status as depicted in Figure 5 below. This information can be submitted in a Microsoft Word document.

Figure 5

System Status

System	System Status	Approved by and Date of Approval	Letter Reference Number and Date of Letter
Accounting System			
Estimating System			
Purchasing System			
Billing System			
EVMS System (if applicable)			

Note 1:

The offeror shall provide policies/procedures which discuss controls that will be implemented to overseas cash transactions.

14. In addition to the above requested information, the offerors must also provide supporting information in order for the Government to perform a complete realism, reasonableness, and completeness analysis of the proposed cost of the contract. This information is also needed for the Government to determine if the offeror's costs track with the Offeror's proposed management approach. As such, the offerors shall provide the following information:

(a) Direct Labor –

(1) Direct Labor Hours –

As a separate supporting schedule in the cost volume (as identified as Figure 6 below in support of the cost type labor CLINS and FFP CLINS), the Offeror(s) shall submit a person-loading schedule (by CLIN) that is a summary of the total proposed hourly requirements by proposed labor category and contract year and also proposed labor category and contractor fiscal year, for all years. These hourly requirements are to include (but separately identify) subcontractor(s), inter-divisional transfer(s), and team member hours. All hours shown in this schedule must agree with those reflected in the cost summaries discussed under Figure 1 and Figure 2 above. See Figure 6 below.

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Figure 6

Person-Loading Schedule
(This is applicable to Cost and FFP CLINS)

Labor Categories Proposed By Team Member	Total Hours Contract Phase-In CLIN 0022/ 0021	Total Hours Contract Yr.1 CLIN 0001/ 0016	Total Hours Contract Yr.2 CLIN 0004/ 0017	Total Hours Contract Yr.3 CLIN 0007/ 0018	Total Hours Contract Yr.4 CLIN 0010/ 0019	Total Hours Contract Yr.5 CLIN 0013/ 0020
Management Staff: <ul style="list-style-type: none"> - Prime Contractor Program Mgr. (Key) - Dir. Recruitment Oper. (Key) - Security Manger (Key) - Etc. Subcontractor # 1: <ul style="list-style-type: none"> - Deputy/Alt. Prog.Mgr. (Key) - Guantanamo Bay Site Mgr.(Key) - Logistics Manager - Language Tester - Etc. Subcontractor # 2: <ul style="list-style-type: none"> - Language Tester - Site Mgr. - Etc. Linguist Staff: Prime Contractor <ul style="list-style-type: none"> - French-CAT III - Pashtu-CAT II - Pashtu-CAT III - Turkish CAT I (U.S. Citizen) - Turkish CAT I (Host National) - Etc. Subcontractor #1: <ul style="list-style-type: none"> - Somali-CAT III - Turkish (Guantanamo) CAT II - Etc. 						

(2) Direct Labor Rates –

The Government requires visibility into the labor / skills mix inherent in the proposal to make a complete evaluation. The Offeror shall include a schedule showing all proposed unburdened labor category rates (including linguist direct labor rates) for all years involved. For linguist CAT I direct labor rates the offeror shall explain the basis for the proposed rates and provide documentation supporting the realism and reasonableness of the rates. For all other labor categories (Linguist CAT II, III, and key and non-key personnel), if other than standard bidding rates are used (e.g. composite), include a detailed explanation of why, and provide a mapping of the Offeror's standard company labor categories and rates to the proposed labor categories and rates. If standard bidding rates are used, the Offeror should identify the date of the submission and whether a Forward Pricing Rate Agreement was established as a result of the submission. If the Offeror has an approved Forward Pricing Rate Agreement (FPRA), adequate proof of this approval shall be included in the cost proposal. If the Offeror chooses to include other expenses such as hazard pay, bonuses, etc. as part of the proposed labor rates, or labor cost, the portion of the proposed rate or labor cost that represents such costs shall be separately identified and an explanation of what the estimated cost is based on shall be disclosed.

Contractors shall disclose whether any portions of the direct labor rates are attributable to uncompensated overtime. If so, contractors must clearly demonstrate what effect uncompensated overtime has on the direct labor rate, and must state whether they maintain a total-time accounting system.

Direct Labor escalation factors and their basis shall be disclosed and a sample calculation provided demonstrating application of the factor to the proposed direct labor rates.

(b) Indirect Rates –

The Offeror shall include a schedule showing all proposed indirect rates by contract line item and by contractor fiscal year and fully explain the base to which each rate is applied. If standard bidding rates are used, the Offeror should identify the date of the submission. If the Offeror has an approved Forward Pricing Rate Agreement (FPRA), adequate proof of this approval shall be included in the cost proposal. If other than standard bidding rates are used, include a detailed explanation of why, and include the makeup of each indirect expense pool. Historical indirect rates shall be provided (overhead, fringe, G&A, etc.) for the last five years identifying whether the rates represent claimed or negotiated rates and inclusive of appropriate explanations for any major increases and decreases in the rates between years.

(c) Subcontractor / Interdivisional / Team Member Effort –

Subcontractor / Interdivisional / Team Member proposals shall match the hours and dollars carried by the prime for any subcontract effort proposed. The submission of a subcontractor proposal that does not agree with the prime's proposal is not useful for analysis or evaluation, and detracts from the credibility of the prime's proposal. Any differences shall be fully explained. The prime contractor is responsible for performing vendor cost / price analysis per FAR 15.404-3 on the subcontractor / interdivisional / team member submissions. The Offerors shall provide the results of the vendor cost / price analysis as part of the proposal package.

(d) Other Direct Cost –

The Government has included estimates that are based on historical information. The Offeror may propose these amounts or may use alternate amounts. If the Offeror chooses to propose alternate amounts, the Offeror must provide support as to the number of trips estimated, rationale supporting how costs were estimated and back-up documentation explaining that costs are in line with Government travel regulations. If the Offeror uses a Cost Estimating Relationship (CER) factors to estimate the proposed level of travel and subsistence required, the Offeror shall provide the back-up program / plant history documentation that support the factors proposed. Any element of other direct cost, such as hazard pay, bonuses, reproduction cost, consultants, facilities, computer, etc., not covered elsewhere MUST be identified, explained and supported.

(e) Fee –

The Offeror shall document the prime / subcontract / interdivisional / team member fee and incentive assumptions that are reflected in the total price. The Offeror shall clearly delineate the cost base to which the fee percentages are applied.

(f) Balanced Contract Line Item Review –

Each Offeror's cost proposal will be evaluated based on appropriately balanced contract line items. Unbalanced pricing (either too high or too low) may increase performance risk. Unbalanced pricing exists

when, despite an acceptable total evaluated cost, the cost of one or more contract line items is significantly over or understated. The evaluated cost is the aggregate of all proposed contract line items inclusive of all options. If the offer is unbalanced, the contracting officer shall – (i) consider the risks to the Government associated with the unbalanced pricing in determining the competitive range and in making the source selection decision; and (ii) consider whether award of the contract will result in paying unreasonably high prices for contract performance. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

(g) Deviations From Normal Bidding Practices -

Any deviations from normal bidding practices must be fully explained in detail and supported. Any accounting changes, management challenges, cost sharing arrangements, rate caps, or any other competitive feature without full detailed explanation AND language to be incorporated into any resultant contract WILL NOT be considered. This is also applicable to any subcontractor or interdivisional transfer.

15. The offeror shall provide costs utilizing a format similar to Figure 7 below that depict cost by Total Firm Fixed Price CLINs, by Labor Category, and by other Cost Elements.

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Figure 7

TOTAL FIRM FIXED PRICE CLINS: 0016, 0017, 0018, 0019, 0020 and 0021 (See Note 5 below)
Broken Out By Labor Category/Cost Element

Direct Labor Categories	Hourly Rate (Unloaded)	Number Of Hours	Total Dollars
Management Staff: <i>(See Note 1 below.)</i>			
- Program Mgr			
- Deputy or Alternate Program Mgr			
- etc.			
- TOTAL MANAGEMENT STAFF			
Linguist Staff: <i>(See Note 2 below.)</i>			
- Arabic (AD)			
- Somali (SM0			
- Turkish (TU)			
- etc.			
- TOTAL LINGUIST STAFF			
TOTAL Direct Labor			
Direct Labor Overhead	Cost Base	Rate	Total
Fringe Benefits (if any)			
Direct Labor Overhead			
TOTAL : Fringe & Overhead			
Other Direct Cost (ODC)			
Subcontract/Interdivisional/Team Players (SITP) Cost (See Note 3)			
SITP Material Handling (if applicable)			
Total SITP Material Handling			
	Cost Base	Rate	Total
G&A			
TOTAL COSTS			
	Cost Base	Rate	Total
FCCM (if any)			
Base Fee			
Total Fee			
Total Cost Plus Award Fee			

Note 1:

All proposed Management Staff should match all direct charge key and non-key personnel as identified in the Offeror's Management Proposal in response to Evaluation Subfactor 1.2.

Note 2:

All proposed rates and hours associated with Linguists should match the staffing requirements as identified in the offeror's management proposal in response to Evaluation Subfactor 1.1 .

Note 3:

Offeror shall include a separate entry in this section for each subcontractor/interdivisional/team member so that these costs can be easily tracked to that specific cost proposal.

Note 4:

Offeror shall include a separate entry in this section for each type of ODC cost – travel / etc. so that these costs can be easily identified.

Note 5:

If exercised CLIN 0022 shall contain all labor cost that is applicable to the phase-in-period and shall be utilized by all offerors except the incumbent.

16. The offeror shall provide costs utilizing a format similar to Figure 8 below that include all Other Direct Costs (ODCs) for all years, by contract year (as specified in Section F of the RFP) for CLINS 0016, 0017, 0018, 0019, 0020, and 0021 . Additionally, this same information shall also be submitted by the Offeror's Fiscal Year.

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Figure 8

SUMMARY OF ALL PROPOSED CONTRACT YEARS, BY LABOR CATEGORY, AND BY OTHER COST ELEMENTS FOR FIRM FIXED PRICE CLINS: 0016, 0017, 0018, 0019, 0020, and 0021

Direct Labor Categories	Phase-I n	Base Period Cost	Optio n Period	Option Period 2	Option Period 3	Option Period 4	Total
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			1 Cost	Cost	Cost	Cost	
	CLIN 0021	CLIN 0016	CLIN 0017	CLIN 0018	CLIN 0019	CLIN 0020	
Management Staff: <i>(See Note 1 above.)</i>							
- Program Mgr							
- Deputy or Alternate Program Mgr							
- etc.							
- TOTAL MANAGEMENT STAFF							
Linguist Staff: <i>(See Note 2 above.)</i>							
- Arabic (AD)							
- Somali (SM)							
- Turkish (TU)							
- etc.							
- TOTAL LINGUIST STAFF							
TOTAL Direct Labor							
Fringe Benefits (if any)							
Direct Labor Overhead							
TOTAL : Fringe & Overhead							
Other Direct Cost (ODCs)							
G&A							
TOTAL COSTS							
FCCM (if any)							
Total Fee							
Total Price							

(END OF SECTION L)

Section M - Evaluation Factors for Award

Section M - Evaluation Factors for Award

SECTION M – EVALUATION FACTORS AND AWARD

M-1	CONCEPT OF EVALUATIONS
M-2	MINIMUM SECURITY REQUIREMENTS – CONDITIONS OF AWARD
M-3	SMALL BUSINESS SUBCONTRACTING PLAN
M-4	AWARD WITHOUT DISCUSSIONS
M-5	EVALUATION OF OPTIONS
M-6	PRE-AWARD SURVEY
M-7	EVALUATION FACTORS/SUBFACTORS AND ORDER OF IMPORTANCE
	M-7.1 Evaluation Factors/Subfactors
	M-7.2 Order of Importance
M-8	BASIS OF CONTRACT AWARD

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M-1 CONCEPT OF EVALUATIONS

Any proposal which is unrealistic in terms of the performance or schedule commitments, or unrealistically low or high in cost, will be deemed reflective of an inherent lack of competence or indicative of a failure to comprehend the complexity and risks of the Government's requirements as set forth in the solicitation and may be grounds for rejection of the proposal. Furthermore, any significant inconsistency between the proposed performance and cost, if unexplained, may be grounds for rejection of a proposal due to an Offeror's misunderstanding of the work required or his inability to perform in any resultant contract.

Proposals which merely offer to perform work in accordance with the RFP, or which fail to present more than a statement indicating their capability of compliance with the management requirements without elaboration will be deemed to be unacceptable and will not be further considered. The decision as to which Offeror will perform in the best interest of the Government will follow a comprehensive evaluation of the competitive proposals.

Attention is directed to Offeror's ability to staff this project with cleared personnel. This relates to the necessity to begin work with appropriately cleared personnel.

M-2 MINIMUM SECURITY REQUIREMENTS – CONDITIONS OF AWARD

The Offeror shall comply with the minimum security requirements as listed in Section L-9 to be considered for award.

M-3 SMALL BUSINESS SUBCONTRACTING PLAN

Pursuant to FAR 19.708(b) and in accordance with FAR Clause **52.219-9 -Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan**, all Offerors (including small businesses) are required to submit a Small Business Subcontracting Plan. This plan will be evaluated in accordance with the Army Federal Acquisition Regulation Supplement (AFARS) specifically Sections 5119.705-4(d), Subpart 5119.708(b)(1), and AFARS Appendix DD located at:

http://dasapp.saalt.army.mil/Ind_base_policy/AFARS%20conformed.htm.

The Offeror's subcontracting goal shall not be less than 23% of the *total proposed value*. * The resultant contractor must have an adequate plan in order to be considered for award. This evaluation is separate from the evaluation for Subfactor 1.7. However, the information presented in this plan shall be consistent with the information as provided for Subfactor 1.7.

**Note: Total proposed value is defined as: All costs and fees (including other direct cost) for all Contract Line Items 0001-0015.*

M-4 AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award a contract without discussions with Offerors (other than minor clarifications). Even if clarifications are sought, the Offerors should not anticipate the opening of discussions therefore, each initial offer should contain the Offeror's best terms from a management and cost standpoint. Offerors are urged to ensure that their proposals are submitted on the most favorable terms in order to reflect their best possible potential, since less than the best potential could result in exclusion of the proposal from consideration for award.

In furtherance of award without discussions, the Offerors Small Business Subcontracting Plan shall be compliant with AFARS, Appendix DD.

M-5 EVALUATION OF OPTIONS

The Government will evaluate offers for award purposes (In accordance with FAR 52.217-5), by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M-6 PRE-AWARD SURVEY

In accordance with FAR 9.104, if a proposal submitted in response to this solicitation is favorably considered, a Government survey team may contact the Offeror's facility to determine reasonableness of the Offeror's responsibility. In order to make this determination, the prospective contractor must make available current financial statements and other pertinent relevant data available for examination. The survey team may also evaluate the Offeror's system for determining the financial and management ability of proposed subcontractors, if any. Management ability includes the ability to accomplish the tasks as described in the Performance Based Work Statement (PBWS) as provided in Section C of the solicitation. Accordingly, information must be made available to allow Government evaluation of the Offeror's ability to make timely deliveries in accordance with the Performance Based Work Statement (PBWS).

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M-7 **EVALUATION FACTORS/SUBFACTORS/ORDER OF IMPORTANCE:**

M-7.1 **EVALUATION FACTORS/SUBFACTORS**

Shown below is a list of all factors/subfactors that will be used in the evaluation process. Immediately following this chart is the narrative for each of these factors/subfactors.

Factor	Sub-Factor	Description of Factor
1.0		MANAGEMENT
	1.1	RECRUITMENT PROCEDURES/TRANSITION PLAN
	1.2	STAFFING PLAN FOR PROGRAM MANAGEMENT (KEY AND NON-KEY PERSONNEL)
	1.3	DEPLOYMENT REQUIREMENTS/PROCEDURES/TIMELINES/ISSUES
	1.4	SUSTAINMENT OF LARGE-SCALE PERSONNEL DEPLOYMENTS
	1.5	ABILITY TO REACT TO REALISTIC SCENARIOS
	1.6	FLEXIBILITY OF OPERATIONS
	1.7	MANAGEMENT OF SMALL BUSINESS SUBCONTRACTING POSSIBILITIES
2.0		PAST PERFORMANCE
3.0		COST (<i>Evaluated but not scored</i>)

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FACTOR 1.0 - MANAGEMENT

SUBFACTOR 1.1

RECRUITMENT PROCEDURES AND TRANSITION PLAN
--

(a) The Offeror's "Recruitment Procedures and Transition Plan" will be evaluated based on a demonstrated ability to perform the services to support the requirements as identified in the previous L-13 (a) entitled "Government's Current Estimated Linguist Requirements" inclusive of all the steps/plans/procedures/etc. as identified in the following eight items:

1. All proposed steps to meet the recruitment requirements as identified in paragraph 2.1 of the Performance Based Work Statement (PBWS).
2. Methods to locate interpreters for the languages and in the locations as identified in L 13.1.1 .
3. Recruitment methods for the skill levels as identified in PBWS paragraph 2.1.2.1(general skills) and paragraph 2.1.2.2 (CATs I, II, and III).
4. A plan to develop new recruitment areas for other languages not identified in L 13.1.1.chart (Classified).
5. Plans and procedures to recruit in the Areas of Operations (AO) and other overseas locations.
6. Plans to test linguists for proficiency in English and in the languages specified in L 13.1.1 chart (Classified) and to include the skills as identified in PBWS paragraphs 2.1.2.1 and 2.1.1.1.
7. How proficiency test results will be equated to the Interagency Language Roundtable Language Skill Level Descriptions (ILR) (as defined in Attachment 4 to the RFP).
8. The plans, procedures, schedules, and appropriate staffing to be used in commencing work during the phase-in period, efforts associated for handling transition in a real-world contingency operation environment (inclusive of the ability to meet all security requirements as identified in Section L-9 of the RFP) that will ensure a smooth and effective transition.

SUBFACTOR 1.2

STAFFING PLAN FOR PROGRAM MANAGEMENT (KEY AND NON-KEY PERSONNEL

(a) Staffing Plan: The Offeror's Staffing Plan will be evaluated based on the following:

- (1) Understanding the Requirement: How well the Offeror identified the roles/duties and the qualifications required to perform each proposed key program management function (such as the process that will be used by a language tester and the qualifications of the individual for that specific position), and the benefit to the Government of non-key personnel the Offeror considers integral to their operations.

- (2) Management Labor Mix: A comprehensive breakout of all proposed management labor categories and associated hours to perform all proposed functions for the entire period of performance.
- (3) Linguist Labor Mix: Clear breakout of the proposed labor mix for the linguists and associated hours for the entire period of performance.

(b) Resumes for Key Personnel: The Offeror's resumes will be evaluated based on appropriate experience, education, and adequacy of clearance levels for all proposed key personnel.

(c) Plan for Management Continuity: Proposals will be evaluated based on the plan for continuity of support during the absence of key personnel.

<p>SUBFACTOR 1.3</p> <p>DEPLOYMENT REQUIREMENTS/PROCEDURES/TIMELINES/ISSUES</p>

Proposals will be evaluated based on the Offeror's:

- (a) demonstrated understanding of required Government procedures, as well as proposed procedures to deploy large numbers of individuals overseas into possible combat environments and other remote locations;
- (b) ability to develop a logical timeline for each step associated with deployment of linguists to include innovative contingency plans to overcome possible bottlenecks (such as problems with the processing of security clearances) or any other factors that could affect timely delivery of linguist services to deployed commanders;
- (c) ability to provide an effective method of tracking of all deployed linguists and the proposed reporting requirements associated with this task.

<p>SUBFACTOR 1.4</p> <p>SUSTAINMENT OF LARGE-SCALE PERSONNEL DEPLOYMENTS</p>
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This subfactor will be evaluated based on:

- (1) The offeror's corporate experience in sustainment of OCONUS large-scale deployments.
- (2) The offeror's ability to handle OCONUS large-scale deployments based on the offeror's organization, structure, corporate philosophy, size of permanent staff, areas of business/contract efforts, general education background and specialty area of permanent staff.
- (3) The offeror's ability to provide a Top Secret (TS) Facility within a 50-mile radius of Fort Belvoir.
- (4) The offeror's ability to provide appropriate transportation accommodations for all personnel, payroll delivery, conducting quality control, and the tracking and reporting of linguist status throughout the recruitment, screening, and deployment process.
- (5) The reasonableness of the offeror's corporate turn over rate over the last five years for management type positions.
- (6) Financial capability to handle a procurement of this magnitude.

<p>SUBFACTOR 1.5</p> <p>ABILITY TO REACT TO REALISTIC SCENARIOS</p>

The two scenarios will be evaluated based on:

- (a) the Offeror's demonstrated understanding of the tasks including identification of issues and risks; and
- (b) the Offeror's demonstrated managerial capability to propose an innovative solution that will address all issues and mitigate risks related to the task, inclusive of all challenges and barriers that may arise, and how the Offeror proposes to overcome them in a timely and efficient manner.

<p>SUBFACTOR 1.6</p> <p>FLEXIBILITY OF OPERATIONS</p>

Proposals will be evaluated on the Offeror's demonstrated ability to:

- (a) meet unusual and unpredicted language requirements;
- (b) change existing procedures to meet urgent Government requirements; and
- (c) modify personnel assignments and/or locations to meet shifting priorities.

<p>SUBFACTOR 1.7</p> <p>MANAGEMENT OF SMALL BUSINESS SUBCONTRACTING POSSIBILITIES</p>

The Offeror's proposal will be evaluated based on the proposed percentages (and the extent to which it exceeds the minimum percentage), as well as whether the Offeror demonstrates the ability to both meet and maintain the proposed percentages over the life of the contract. The evaluation will take into account the sufficiency of the offeror's proposed plan to:

- (a) Meet and maintain the proposed percentages;
- (b) Select small businesses;
- (c) Determine the work to be subcontracted to small businesses.

Note 2:

The evaluation of Subfactor 1.7 as discussed above is separate from the evaluation of the Offeror's Small Business Subcontracting Plan as shown in Section M-3 of the RFP. The Offeror's Small Business Subcontracting Plan will be evaluated in accordance with the Army Federal Acquisition Regulation Supplement (AFARS) specifically Sections 5119.705-4(d), Subpart 5119.708(b)(1), and AFARS Appendix DD located at: http://dasapp.saalt.army.mil/Ind_base_policy/AFARS%20conformed.htm. However, the Offeror's Small Business Subcontracting plan must be consistent with the Offeror's information submitted for Evaluation Factor 1.7.

<p>FACTOR 2.0</p> <p>PAST PERFORMANCE</p>

Proposals will be evaluated based on the information as provided by the past performance for quality of performance. In evaluating past performance the following will be considered:

- (a) is current and relevant (within the last three (3) years);
- (b) information is provided by an adequate source; and
- (c) data allows for an appropriate analysis.

The Government reserves the right to call all references to verify the data, and to supplement the information (if needed) by utilizing web based past performance data, and/or interviewing outside personnel other than those included in the offeror's proposal. The Government may not interview all sources provided by the Offeror, therefore it is incumbent upon the Offeror to explain the relevance of the data provided. Offerors are advised that while the Government may elect to consider data obtained from other sources, the Government does not assume the duty to search for data to cure problems it finds in the proposals. The burden of providing thorough and complete past performance information rests with the Offerors. The Government reserves the right not to evaluate or consider for award the entire proposal from an Offeror who fails to provide the required past performance information or who fails to assert that it has no relevant directly related or similar past performance experience.

While the Offeror may submit past performance information on relevant efforts by proposed subcontractors, the Government may be unable to obtain any qualitative information due to its lack of privities with subcontractors. If past performance information for a prospective subcontractor is provided, the government will only discuss detailed past performance information with that prospective subcontractor unless the Offeror provides subcontractor's consent. Such consent must be provided with the proposal. Absent that consent, if there is adverse past performance information for the subcontractor, the government may advise the prime Offeror of the problem, but may not discuss the details with the prime Offeror. Again, the burden of providing thorough and complete past performance information rests with the Offeror.

<p>FACTOR 3.0</p>

<p>COST</p>

All cost proposal information as requested by Section L-13 will be evaluated (but not scored) based on:

- (a) Reasonable and realistic data;
- (b) Offeror having a clear understanding of the requirements; and
- (c) Appropriate number of hours and skill levels that accurately reflects proposed staffing plan.

The Government's cost realism analysis will be used in the development of the Government's Evaluated Cost for each offeror's proposal. The evaluated cost will be determined by adjusting each offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels when compared to the offeror's proposed technical approach. Evaluated cost consists of base and option years minus phase-in. The evaluated cost for each offeror may differ from the offeror's proposed cost, in that this estimate will be based on the Government's developed "*most likely cost*." The evaluated cost shall be used in the overall determination of Best Value.

M-7.2 ORDER OF IMPORTANCE

The relative of importance of each of the three (3) elements as listed above is as follows:

Management is significantly more important than Past Performance and Past Performance is significantly more important than Cost.

Within Management, Subfactor 1.1 is more important than Subfactors 1.2 and 1.3 which are equal and each are more important than Subfactors 1.4 and 1.5 which are equal and each are slightly more important than Subfactors 1.6 and 1.7.

All descriptive information listed under each Factor/Subfactor will be considered in arriving at a Factor/Subfactor Score but will not be separately scored.

M-8 BASIS OF CONTRACT AWARD

Award will be made to the Offeror whose proposal is determined to be the Best Value to the Government based on the evaluation factors, which consist of Management, Past Performance, and Cost. Additionally, the successful Offeror's proposal must demonstrate the capability to meet the Minimum Security Requirements. In the event that two proposals are determined to be essentially equal considering only non-cost factors, then award may be made to the proposal offering the lower evaluated cost. Additionally, prior to award the prospective successful Offeror shall have provided an acceptable Small Business Subcontracting Plan.

The Government intends to award one (1) contract as a result of this solicitation. Multiple awards will not be made. The Government however, reserves the right to make no award as a result of this solicitation, if, upon evaluation, none of the proposals are deemed likely to meet the management requirements at an acceptable level of risk and/or cost.

(END OF SECTION M)